

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of

Placer County Personnel Department



**REQUEST FOR PROPOSALS
for
PERFORMANCE APPRAISAL SYSTEM**

RFP No. 9924

Release Date: July 21, 2009

**Submittal Deadline:
August 18, 2009 not later than 5:00 PM (Pacific)**

**Placer County RFP No. 9924
Performance Appraisal System**

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EXHIBITS:

- A. MAP OF PLACER COUNTY**
- B. NETWORK DIAGRAM**
- C. PLACER COUNTY NETWORK AND SECURITY STANDARDS**
- D. APPLICATION REQUIREMENTS (*SEPARATE FILE*)**
- E. VENDOR PROFILE**
- F. COST PROPOSAL**
- G. HARDWARE SPECIFICATION DETAIL**
- H. PLACER COUNTY STANDARD INFORMATION SYSTEMS AGREEMENT**

1.0 INTRODUCTION

The County of Placer is requesting proposals from qualified firms for the acquisition of a web-based, vendor hosted Performance Appraisal System, which will provide access to an unlimited number of County staff. In addition, the application must be customizable and/or configurable to conform to the County's personnel rules and practices that support the Placer County's Civil Service system.

Implementation of a new Performance Appraisal System will allow for the continued automated processing of Performance Appraisals, and will allow Personnel and County departments to interact electronically, in a streamlined and efficient manner. The system should also provide data integration with the County's existing Human Resources Management System.

Direct all inquiries regarding this RFP in writing to:

AJ Nunez, Buyer II
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4256
ajnunez@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/Admin/Procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 PROJECT SCHEDULE

The following represents the tentative schedule for this project. Note that the go-live date of December 31, 2009 is firm. Any change in the scheduled dates for the Pre-Submittal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Release of RFP.....	July 21, 2009
Deadline for Final Questions.....	August 4, 2009 5:00pm
Proposal Submission Deadline.....	August 18, 2009
Proposal Evaluation and Systems Demonstrations....	August 18, 2009 – September 15, 2009
Contract Approval to Board of Supervisors.....	October 6, 2009
Notice to Proceed.....	October 16, 2009
Acceptance Testing.....	November 2009
Go Live Date.....	December 31, 2009
Project Completion.....	January 2010

3.0 PRE-PROPOSAL CONFERENCE

No pre-proposal conference is scheduled for this project.

4.0 BACKGROUND

4.1 Performance Evaluation History and Volume

The Personnel Department works under the auspices of the Civil Service Commission to provide Placer County with a centralized performance appraisal management, and personnel administration system in coordination with 25 departments and 2700 permanent employees.

The County has been utilizing an online hosted automated performance appraisal system since April 1, 2002. The current system is being discontinued as of December 31, 2009 which has created the need to find a viable replacement. This project is intended to acquire a viable replacement for the current performance appraisal system.

The replacement system shall provide the capability to tie competencies, goals and log events together as they relate to an employee's job classification and duties for the purpose of providing employees with performance appraisals. Note that the vendor must have the ability to convert works in progress and at a minimum 13 months, but preferably 2 years, of historical data to the replacement system.

Ease of use, ability to perform all necessary appraisal functions within the application, integration with HRMS and customer customizable configuration are key elements under review.

4.2 Current Automation Environment:

The current performance appraisal system is a hosted web-based program. It consists of tools that create consistency and ease of use in the creation, maintenance, communication, reporting, security, and configuration of all components of the performance review process. It provides users with the ability to create and maintain reviews, goals, log events, development plans, and communication utilizing internal system components.

The automation within the current appraisal system provides competency rating by factors and calculated weights, auto-populated language utilizing intelligent text from pre-populated internal libraries (two libraries to keep data fresh), coaching ideas from a pre-populated internal library, reporting and data extraction tools to various formats, data interface to HRMS system (PeopleSoft v9.0), spell checking, language checking, hierarchical security access and workflow, field level security, and a communication venue between the employee, supervisor and manager.

Managers and supervisory staff utilize personal computers with Microsoft applications available on their desktops as well as access to the County's intranet system and internet access. The evaluation appraisal forms, goals and events are routed for comment and/or approval through the performance appraisal internal workflow process which interfaces with email. This enables the user to perform all necessary functions from their PC. Once the appraisal is approved the user prints the final version of the evaluation form from within the application and provides it in hard copy to the various levels of authority for final preparation and development before being submitted to the employee. The hard copy is subsequently filed in departmental and centralized personnel files. Once the appraisal has gone through this process it is locked from within the application which secures it from changes. Administrative rights are required to unlock. Administration of all required components of the application is maintained through a concerted effort between the Personnel county wide administrator and departmental administrators who manage the day to day operations of the program.

Placer County is currently using PeopleSoft's Human Resources Management System (HRMS) Version 9.0. Modules in use are: Payroll, Time and Labor, Human Resources, Benefits Administration, eBenefits, Self-service Time Entry, Enterprise Learning, and Enterprise Portal. These modules comprise the primary application-level functionality in use by the County. The County refers to this system as the Automated County On-Line Resource Network (ACORN).

Placer County is currently utilizing Exchange/Microsoft Outlook 2003 for its email system.

5.0 SCOPE OF WORK

5.1 General

It is the County's intent to acquire a system which will meet the needs of the Placer County Personnel department and County department end users. The new system is to provide the supervisor and management staff with a straightforward end-user experience, provide the County with the ability to process Performance Appraisals, log events, and goals in an automated electronic form, and improve the efficiency of the County's business processes with regard to the management of Performance Appraisals. The chosen system is to be accessible to supervisors and managers through a commonly accessed network, to evaluate the performance of 2700 permanent employees on at least an annual basis.

Minimum Performance Evaluation System requirements:

1. The ability:
 - to be customized in order to conform to the County's Human Resources policies and practices, and the Civil Service Rules.;
 - to be tied to organizational goals and objectives;
 - to be implemented in phases;
 - for users to interact with the system on an ongoing basis;
 - to provide workflow management;
 - to be accessed via internet and/or intranet;
 - to meet security requirements;
 - to provide selective access;
 - to provide a seamless interface to the County's PeopleSoft v9.0 HRMS system. Vendor shall design, write, test, and implement this interface.
2. The Performance Appraisal system must
 - provide efficiencies in HR workflow, technology, analysis, appraisal processes, and hierarchal rules;
 - create user-friendly reports;
 - provide ease of use for end users and administrators;
 - result in improved service delivery.

NOTE: It is imperative that installation, conversion and training be complete for a go-live deadline of December 31, 2009,

The firm awarded this RFP will provide application software, data conversion, support, and either web-based or on-site user and administrator training. The application software provided by the awarded firm must support all of the functional and technical needs identified in this RFP (see **Exhibit D**). All software and implementation activities shall comply with the County's Network and Security Standards (see **Exhibit C**).

The implementation must be performed in such a manner as to provide the least possible interruption of current operations. At the end of the project, the system must be operational, compliant with County requirements, error-free, and able to process all identified converted data.

Placer County anticipates that the new Performance Appraisal System will be based on vendor hosted web technology. This system should have the appropriate redundancy or

parallel/fault tolerant processes to support maximum availability of systems and integrity of data.

In preparing support strategies and costs, vendors should assume 24 hour, 365 day a year operation of all proposed systems. Performance of critical applications should not be impacted by lower priority system use. This system will be expected to meet specific performance, loading, and up-time criteria prior to final system acceptance.

This system must be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements.

Integration with Placer County's HRMS system is a high priority for the County. In addition, vendors should propose an appropriate solution that will provide for the ability to expand user capacity. A cost-effective solution that takes into account both current and future needs is desired.

Detailed functional and technical system requirements and other deliverables that the County requires for this Performance Appraisal System are included as **Exhibit D**.

The work effort for this project is divided into five major phases:

- Planning
- Environment Preparation
- Acceptance Testing
- Implementation
- Maintenance

5.2 Planning Task

The purpose of the Planning Task is to finalize the work plan and schedule for implementation and to formalize the specifications for any required system modifications or software development.

5.2.1 Placer County Responsibilities

- A. Provide all available relevant information on current automated systems.
- B. Provide vendor with a detailed description of required system features and implementation considerations.
- C. Provide vendor detailed copy of County policy, regulations and procedures as attachments to the contract that results from this RFP.
- D. Coordinate communications and meetings with the contractor.

5.2.2 Vendor Responsibilities

- A. Become familiar with the existing County HRMS systems, standards and requirements of the contract.
- B. Provide a detailed written analysis of system requirements.
- C. Conduct Fit Gap analysis.
- D. Develop a final specification report detailing any agreed upon data conversion of all automated information in current appraisal system.

- E. Finalize a work plan which includes: a detailed schedule of staff-weeks of effort for each task showing Contractor and County personnel assignments and efforts separately; schedule of expected on-site support provided by vendor staff for each phase of the project.
- F. Finalize project organization and staffing including project team organization charts, estimation of staff hours to be provided by each person, and identification of key individuals and their roles for both implementation team members and end-users.
- G. Report progress to the County using weekly status reports in a format approved by the County, and attend any scheduled meetings that may be required.
- H. Outline, in writing, anticipated problem areas and action plans on how each area will be addressed.
- I. Finalize education and training plan, including class name, description, location, duration, cost, and where to issue payment if applicable.

5.2.3 **Milestones**

- A. Acceptance by the County of finalized work plan.

5.2.4 **Deliverables**

- A. Written progress reports on a weekly basis.
- B. Final specifications report.
- C. Detailed work plan to include:
 - Change Management plan document
 - Data Conversion plan document
 - Environment Preparation Tasks plan document
 - Conversion Plan document
 - Fit-Gap Analysis document
 - User Acceptance testing document
- D. Training plan, including schedule of training classes

5.3 **Environment Preparation Task**

The Environment Preparation Task will involve the verification of all hardware, software and infrastructure requirements needed for the purpose of accessing the application. This task will be performed on the schedule identified during the Planning Task.

5.3.1 **Placer County Responsibilities**

- A. Provide sufficient and appropriate test data and file layouts of existing data files.
- B. Review system tests results and recommend either acceptance or modifications and retest.
- C. Provide staff time for orientation of Placer County management, administrative personnel and end users.
- D. Participate with environment preparation tasks to ensure connectivity to application is appropriate and complete.

5.3.2 Vendor Responsibilities

- A. Participate with environment preparation tasks to ensure connectivity to the application is appropriate and complete.
- B. Prepare system design for enhancements.
- C. Perform all required system enhancements and modifications.
- D. Meet or exceed Placer County Security and Network Standards as specified in Exhibit C
- E. Perform system tests to ensure that all required features have been incorporated in the software.
- F. Prepare system and user documentation.
- G. Provide training to the County personnel on the use of the system.
- H. Review Placer County documentation standards and provide feedback.

5.3.3 Milestones

- A. County approval of system test results.
- B. Verification of computer hardware and system software.
- C. Installation of all software systems.
- D. Delivery of systems and user documentation.
- E. Completion of implementation team and end-user training.

5.3.4 Deliverables

- A. Written progress reports on a weekly basis.
- B. Computer hardware and system software specifications in accordance with the County IT Standards listed in **Exhibit C**.
- C. Detailed system design, to include networking diagrams.
- D. Software applications, including documentation with source code to be held in escrow.
- E. Workstation software and hardware enhancements (if any) including installation, documentation, and training.
- F. System and user documentation.
- G. Contractor's Certification per contract specifications.
- H. Issue tracking and resolution procedure which lists all outstanding issues/bugs including description, date found, date assigned, and to whom the issue was assigned for resolution.
- I. Delivery of education and training material.

5.4 Acceptance Testing Task

The Acceptance Testing Task includes parallel testing and any other systems tests that the County deems necessary to accept the software applications and hardware configuration.

5.4.1 Placer County Responsibilities

- A. Approval of vendor developed testing scripts for functional, technical and security acceptance test procedures.
- B. Prepare acceptance test data.

- C. Perform acceptance test activities.
- D. Perform acceptance testing on interfaces.
- E. Log issues, assign and track resolution activities
- F. Inform vendor of any problems.
- G. Review issue and problem resolution status with vendor/ stakeholders
- H. Validate and Document results.
- I. Approve results of acceptance testing.

5.4.2 **Vendor Responsibilities**

- A. Design functional, technical and security acceptance test procedures.
- B. Complete interfaces to all required Placer County systems.
- C. Correct any problems found during acceptance testing.
- D. Finalize systems and user documentation.

5.4.3 **Milestones**

- A. Functional acceptance sign off by Placer County of each application module.
- B. Functional acceptance sign off by Placer County of the system, including hardware, if any.

5.4.4 **Deliverables**

- A. Written progress reports on a weekly basis, frequency to be agreed upon by both parties.
- B. Operational versions of all application system and hardware components per specifications.
- C. Working interfaces to all required Placer County systems.
- D. Final version of all system and user documentation.
- E. As-built technical documentation (i.e., system configuration, directory structure, and system control files, etc). Graphic documents must be provided in .BMP (Windows bitmap), .PNG or .JPG format. Text documents must be provided in Microsoft Word or Adobe PDF format.
- F. Functional acceptance per contract specifications.

5.5 **Implementation Task**

During the Implementation Task, the vendor shall convert identified data and cut-over to the new system. This process will begin after all application modules have received functional acceptance by Placer County.

5.5.1 **Placer County Responsibilities**

- A. Coordinate and monitor cutover activities.
- B. Coordinate and monitor conversion activities.
- C. Review the vendor's transfer of all required files from the old system to the new system.
- D. Determine disposition, if appropriate, of old hardware and software.
- E. Validate and correct, as necessary, converted data.

- F. Verify the setup of security roles.

5.5.2 Vendor Responsibilities

- A. Ensure that all data, programs and files are successfully installed and operational on the new system.
- B. Ensure ability present for county to disable unneeded and unused services.
- C. Ensure all default passwords are changed in accordance with Placer County Security Standards (**Exhibit C**).
- D. Convert identified data from old system to new system.
- E. Manage the cutover process to ensure that there is no break in service between operating on the old systems and the new system.
- F. Correct any problems identified during the conversion effort.

5.5.3 Milestones

- A. Conversion of data for all application modules and functions to include all works in progress and at a minimum 13 months, preferably 2 years of historical data.
- B. Interfaces and data importing:
 - A uni-directional interface between the Performance Appraisal system and the “ACORN” HR system, to include at minimum, Employee Name, Employee ID, Job title, Step, Grade, department, division, budget unit. However, exact details of the interface requirements will be further defined between chosen Vendor and Placer County Personnel.
 - Ability to create extracts of queried data for exporting in the form of flat files, .csv, or .rtf for use with external applications.
- C. Final acceptance per contract specifications.
- D. Preparation for Go-Live

5.5.4 Deliverables

- A. Written progress reports on a weekly basis.
- B. Converted data and interface/export requirements per specifications.

5.6 Maintenance Task

The Maintenance Task provides for the ongoing support and maintenance of the system.

5.6.1 Placer County Responsibilities (If application is hosted by County):

- A. Coordinate maintenance activities.
- B. Test and approve new versions of programs in non-production environment.
- C. Provide feedback to vendor regarding on-going system needs.

If application is hosted by the vendor, all of the above tasks will be the responsibility of the vendor. In this case however, timing and coordination of maintenance activities should comply with Placer County production requirements.

5.6.2 Vendor Responsibilities (If application is hosted by vendor):

- A. Provide support for internet access to application, database, and application software. If the application is hosted by the County, vendor shall provide technical support for the application.
- B. Maintain system communications to and from Host site to Internet.
- C. Keep systems current with Federal, State, and Placer County processing and reporting requirements.
- D. Keep Performance Appraisal system compatible with standard Operating System and System software revisions/patches. Notify Placer county Personnel in advance of any changes required to Placer County environment or supporting equipment prior to updates or upgrades.
- E. Ensure required security patches to application are tested and implemented upon their availability.
- F. Implement new versions of programs based on process predefined in vendor response document.
- G. Provide a proposed architecture document that includes a full network diagram of the vendor's application environment, illustrating the relationship between the environment and any other relevant networks.
- H. The vendor must be able to immediately disable all or part of the functionality of the application should a security issue be identified.
- I. The equipment hosting the application for the County must be located in a physically secure facility.
- J. The Contractor will maintain the Performance Appraisal System software proposed in the vendors response in Escrow for the County in the County's Master Escrow account held by a third party vendor. All fees for the escrow agreement will be paid for by the County.
- K. Provide a written description of how data will flow between the vendor's hosting site and the County with the following considerations:
 - If the County will be connecting to the vendor's hosting site via a private circuit (such as frame relay, etc.), then that circuit must terminate on the County extranet, and the operation of that circuit will come under the procedures and policies that govern the County.
 - If the data between the County and the vendor's hosting site will go over a public network such as the Internet, appropriate secured communication technology must be deployed by the vendor.
 -

5.6.3 **Vendor Responsibilities (If application is hosted by County):**

- A. Release upgrades to County to keep systems current with Federal, State, and Placer County processing and reporting requirements.
- B. Distribute system updates and required documentation to Placer County for implementation.
- C. Provide a proposed architecture document that includes a full network diagram of the vendor's application environment as it will be implemented within the Placer County network.
- D. Provide minimum hardware requirements needed to host the application at performance levels specified by Placer County.

5.6.4 **Milestones**

- A. Preventive and remedial maintenance.
- B. Annual renewal.
- C. Acceptance testing on new versions of programs.

5.6.5 Deliverables

- A. Appropriate operating system, application software and security updates and related documentation.
- B. Appropriate documentation

6.0 PREPARATION OF PROPOSAL – REQUIRED CONTENT

Each response to this RFP shall include the information described in this section. Failure to comply with these instructions, or to include all of the elements specified, may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. **Excessive information will not be considered favorably.** Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Documents shall be three hole punched, include section tabs and should be fastened with binder clips and all six (6) copies of the proposal should be placed in one 3” or 4” three ring binder. The least amount of packaging required is desirable. All responses shall contain the following elements. For ease of review, please include each of these elements in the order listed below.

6.1 Cover Letter with the following information:

- A. Name and Mailing Address of Firm (include physical location if mailing address is a PO Box).
- B. Contact Person, Telephone Number, Fax Number, and Email address.
- C. A statement that the submitting firm will perform the services as described in this RFP. Any exceptions must be specified clearly in your proposal, and may affect the County’s final determination.
- D. All proposals may be considered public information. Subsequent to award of this RFP, all or part of any proposal may be released to any person or firm who may request it. Therefore, proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information. However, proposers should be aware that all such requests may be subject to legal review and challenge.
- E. Proposals shall remain firm for **one hundred-eighty (180) days** following the closing date for the receipt of the proposals. Include a statement in your cover letter agreeing to this condition.
- F. The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the vendor to adhere to the provisions described in this RFP and a commitment to enter a binding contract.** Therefore, the following signature requirements must be followed:
 - If the responding firm is a Partnership, the Cover Letter shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-

Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm; OR

- If a Corporation, the Cover Letter shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer; OR
- Individuals doing business under a firm name, shall sign their Cover Letter in the name of the individual doing business, under the proper firm name and style.

6.2 Proposed Application

- A. Indicate the ability of the proposed software application to meet the Functional and Technical requirements contained in **Exhibit D**. Refer to the exhibit for further instructions and required information.

Submit a hard-copy and an electronic copy of your responses to Exhibit D (on a CD in Excel format) with your proposal.

6.3 Corporate Background/Experience

Using the forms provided in **Exhibit E**, include details of the background of the company, including the company size and resources, details of corporate experience relevant to the proposed project, and a list of other current or recent Performance Appraisal Management System projects. If the proposing firm intends to use subcontractors for this project, complete the forms as instructed.

6.4 Financial Statements

Provide financial statements for the proposing firm for each of the last three years (see **Exhibit E** for further instructions).

County will keep financial information confidential and withheld from public file. Information submitted will be shredded after the evaluation or returned to Contractor upon request. Organize the financial statement so that it may be easily removed from the rest of the RFP submittal.

6.5 Vendor References/Performance History

Using the form provided in **Exhibit E-4** identify a minimum of three (3) clients for whom you have installed the proposed software package. These projects must be currently being performed or have been successfully installed within the past three years. Include all information required on the form. At least one project must be identified as a potential for on-site inspection by Placer County. It is desired that the site be located in California.

6.6 Proposed Staff

Identify the personnel proposed to be assigned to this project, including the proposed project manager and a backup project manager.

- A. Provide resumes for all personnel, to include
 - Experience with proposer (or subcontractor).
 - Experience with Performance Appraisal Management Systems with particular regard to the system described in your firm's proposal.
 - Experience with other relevant processing systems.
 - Experience with developing software user interfaces.
 - Experience working on governmental data processing projects.
 - Names, position titles, and telephone numbers of three persons who can give information on the individuals' experience and competence.
 - Percentage of time to be devoted to each task listed in the Scope of Work (**Section 5.0**).
- B. Resumes for the proposed project manager and backup project manager shall include all of the information above, plus:
 - Experience in managing installations of the vendor's proposed software.
 - Other project management experience.
- C. Departure or reassignment of, or substitution for, any member of the designated team or sub consultant(s) shall not be made without the prior written approval of the County. Include a statement of assurance that the designated staff, including sub consultants, will be used for the work described in this RFP.
- D. Replacement request for any member of the vendor's designated team or sub consultant(s) that are not performing satisfactorily based on the county's needs shall be made by Placer County and honored by the vendor through a written request and acceptance.

6.7 Proposed Work Plan and Project Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling. This section shall be responsive to the major tasks and details described in the Scope of Work (**Section 5.0**).

Also include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify required resources for your firm's team as well as County staff. For tasks that are proposed to be completed by County staff, identify required skill set and time commitments for project implementation, as well as ongoing support.

6.8 Hardware and Operating Software Specifications

If your proposal recommends that the County host the solution, use **Exhibit G** to provide a detailed description of the recommended major hardware components (CPU, disks, memory, etc.) and operating software required to support the proposed application

software. Provide detailed specifications for the recommended hardware, including make, model, and part numbers.

If your proposal recommends that the application be vendor-hosted, this information is not required.

6.9 Schematic of Hardware and Software

Include a schematic of the recommended hardware, operating systems software, and application software and their relationship to one another as they fulfill the County's technical requirements. If more than one server is recommended, graphically depict the flow of data between servers and application components on those servers.

This information is required for all proposals, regardless of whether the application would be hosted by vendor or by County.

6.10 Warranty

Identify the terms and conditions of the warranty for the application software. The warranty shall apply and shall become effective on the date that installation and turnover of all hardware, system software, and application software in the County has been given final acceptance by the County, and shall remain in effect for one year. Final system acceptance is further described in the County's Standard Information Systems Contract (**Exhibit H**).

6.11 Education And Training

Indicate the level of education and training to be provided to County staff related to the operation of recommended equipment and proposed software. This training should be sufficient to allow Placer County to effectively operate the equipment and/or software, and perform equipment failure diagnostics. Include the following information:

- A discussion of the vendor's education and training philosophy.
- A description of the level of education and materials offered, including tables of contents of training materials.
- Associated costs of training (using **Exhibit F-5**).
- A description of the training that will be provided on-site at Placer County.
- A description of any other educational services that would be of particular importance to Placer County.

6.12 User Organizations

Provide information on any user groups which are known and/or supported by the vendor for the proposed system. Indicate the approximate membership population of these organizations and general contact information for its key members.

6.13 Cost Proposal

Submit a detailed cost proposal using the worksheets provided in **Exhibit F**. Applicable sales tax (computed at the rate of 8.25%) and shipping costs (if any) shall be itemized separately.

6.14 Standard Contract

Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a consultant services agreement, a sample of which is included as **Exhibit H**. Vendors are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly specified in your proposal. Such exceptions, depending on their nature, may affect the evaluation of your proposal and the ability to successfully award a contract to your firm.

6.15 Required Statements - Include statements of assurance regarding the following requirements:

- Non-conflict of interest (Section 7.5);
- Non-collusion (Section 7.6),
- The ability to fulfill the indemnification and insurance requirements contained in the sample contract (Section 7.7). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

6.16 Additional Information

Vendors may include additional germane information or material that supports their response to a technical or application issue. **Excessive additional information will not be considered favorably.**

7.0 SUBMITTAL INSTRUCTIONS

7.1 **One (1) original** and five **(5) copies** of your Proposal shall be submitted not later than the time and date indicated on the cover page of this RFP.

7.2 Proposals must be submitted **ONLY** to:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

7.3 Proposals submitted to a location other than the above will not be considered duly delivered or timely. The County of Placer shall not be responsible for re-routing proposals delivered to a person or location other than that specified above.

7.4 Faxed and/or emailed proposals shall not be accepted.

7.5 Late submittals shall not be accepted or considered.

7.6 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

7.7 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

7.8 The County of Placer reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

7.9 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION PROCESS

All proposals will receive a comprehensive, fair, and impartial evaluation. The purpose of this section is to provide the proposers with a general overview of the evaluation methodology that the County will use to select the successful firm. The evaluation will be conducted in three phases:

- Phase I – Determination of responsiveness
- Phase II – Determination of technically/functionally adequate applications
- Phase III – Evaluation of written proposal (qualifications of firm and proposed staff, and review of proposed workplan and project approach)
- Phase IV – Comprehensive evaluation of proposed application (including product demonstrations, client visits, and other related tasks)

8.1 Phase I – Determination of Responsiveness

The purpose of this phase of the evaluation is to determine if the proposal is sufficiently responsive to the RFP to merit a complete evaluation. Each proposal will be reviewed for completeness, responsiveness to the RFP's instructions and compliance with the mandatory requirements of the RFP. Proposals which are declared to be "responsive" will be eligible for further consideration.

8.2 Phase II – Technical & Functional Evaluation

Each response to the Functional and Technical Requirements in **Exhibit D** will be evaluated to determine completeness, and adequacy for the County's needs as described in this RFP. This process will include mathematical calculation of the numeric response provided by the proposer. Proposals which received a mathematical score of 75% or higher will be considered responsive, and will be subject to further evaluation. Proposals that receive a score of 74% or lower will be eliminated from further consideration.

8.3 Phase III – Evaluation of Proposals

Proposals which are declared functionally and technically responsive (those which successfully pass Phase II above) will be further evaluated by a selection committee. The purpose of this phase is to assess the total management and technical capabilities of the firm, and ensure that the proposer has demonstrated the ability to effectively and efficiently perform the responsibilities defined in this RFP.

In consideration of these goals, each proposal will be rated in accordance with the following criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Company Information/Experience (per Exhibit E)	40
B. Project Team Experience, Proposed Work Plan, Project Approach, and other information provided in response to Section 6.0	40
C. Cost Proposal (per Exhibit F)	20
Total Possible Points:	100

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be applied when evaluating responses to this RFQ. The 5% credit will be added to the scores of qualifying firms during the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be obtained via the internet, by logging on to:

www.placer.ca.gov/admin/procurement/lvp_affidavit.pdf

You may also obtain the affidavit form by fax by using our self-service “fax on demand” system: Dial 530-889-7776, press option 4, then option 4 again, then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area).

8.4 **Phase IV** – Comprehensive Evaluation of Proposed Application

Using the results from Phase III, the County may require a demonstration of the proposed application in order to validate the capabilities described in the proposal and the system’s ability to meet the County’s requirements. System demonstrations will be conducted at the County’s facilities, in Auburn, California. The invited firm(s) will be given further instructions in order to prepare for the demonstration(s). The proposed project manager and key project personnel must be present.

The County may request one or more of the top-ranked firms to make arrangements for County staff to visit other client sites having equipment or environments identical or equivalent to that recommended by the vendor. The County shall assume the cost of meals, lodging and transportation for County members of the visiting party.

The County will endeavor to interview and/or visit the client site(s) suggested by the proposer (see **Exhibit E-4**). However, the County reserves the right to interview and/or visit any of the firm’s clients prior to making a final selection.

9.0 **GENERAL TERMS & CONDITIONS**

- 9.1 **Irregularities.** In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity.

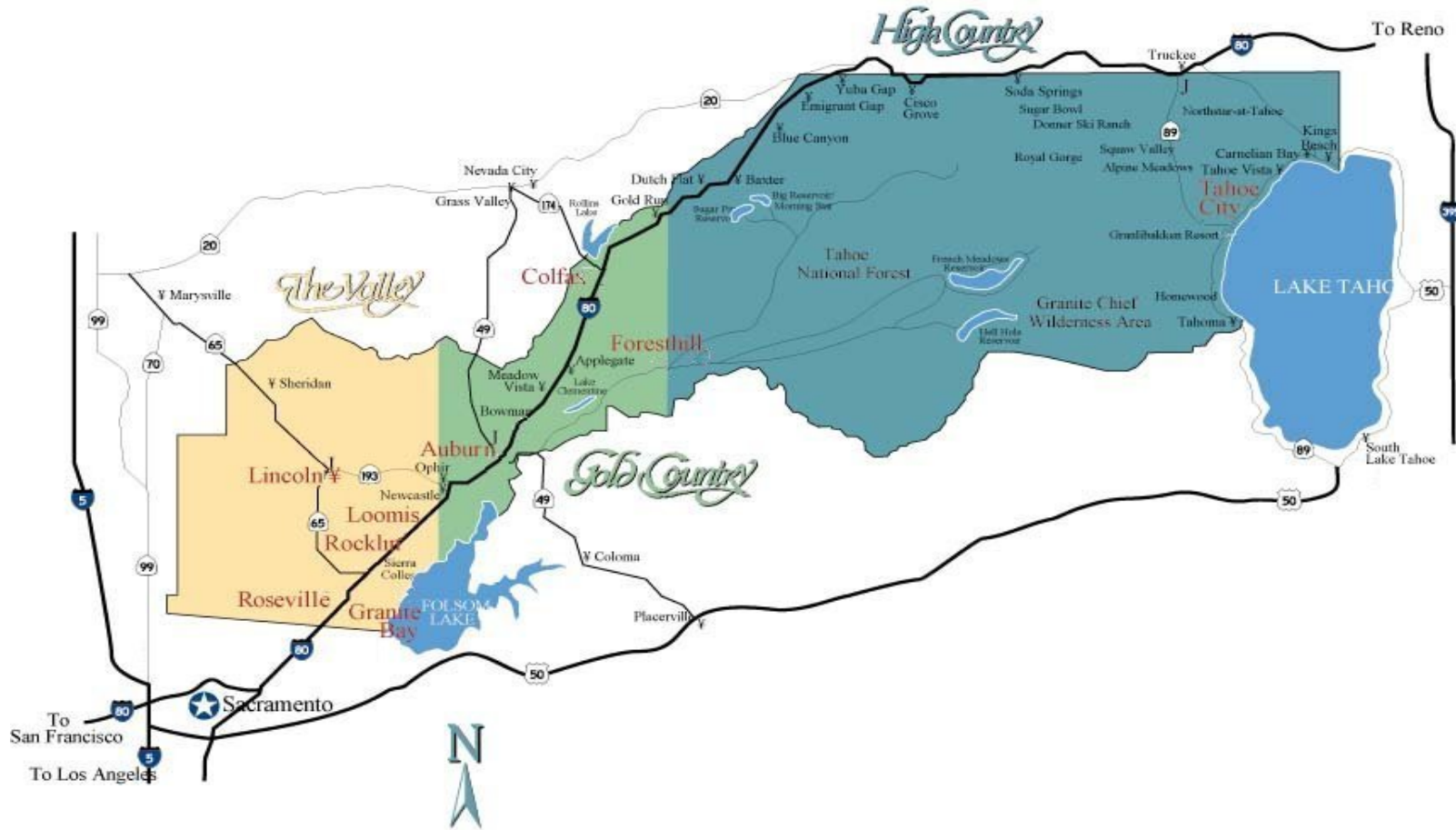
- 9.2 **Award.** The County reserves the right to make an award without further discussion of the proposal with the proposer, based solely on review of the written proposal, and without interviews or product demonstrations. Therefore, the proposal should be submitted initially on the most favorable terms that the proposer may propose.

The County reserves the right to award a contract to the firm or individual who, in the sole judgment of the County, provides the most favorable responses to this RFP, pursuant

to the County's requirements contained herein and the Evaluation Criteria indicated above.

- 9.3 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Exhibit H**. Proposers are advised to carefully review the attached contracts. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.
- 9.4 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 9.5 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 9.6 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 9.7 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 9.8 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Exhibit H**.
- 9.9 **Protests and Appeals.** In accordance with Section 10.0 of the Purchasing Policy Manual, any bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services, within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

EXHIBIT A – Map of Placer County



OverviewJuly09.jpg - Windows Picture and Fax Viewer



EXHIBIT C

Placer County Network and Security Standards

Standards Required for Access to the County Data Network

Last Updated: November 2008

Purpose

To define standard equipment, software, operating systems and network operating systems authorized for use on the Placer County enterprise data network.

Policy and Process

Unless specifically approved in writing by the Director of Administrative Services and the Deputy Director of Information Technology (IT), there will be no exceptions to the policies and processes presented below. Exceptions will be considered only when the objects below cannot satisfy a requirement. Technology refresh is dependent upon individual department needs and the overall impact on the County-Wide IT environment. Older technology may adversely impact the network and should be replaced within the next procurement cycle or sooner. Any non-standard equipment or software causing network disruption will be immediately removed from the network.

All requests for network access should be made through the Customer Service Center (CSC) at x4357. To keep pace with technology, specifications will be reviewed and updated when appropriate.

Call the CSC for current versions and models of items listed below.

<u>System</u>	<u>Identifier</u>
Desktop Workstation/PC	Dell Optiplex, Dell Precision
Desktop Operating System	MS Windows
Office Suite	MS Office
DBMS	Oracle, SQL Server
Email	Outlook/Exchange
Help Desk Software	HEAT for Windows (32bit)
Reporting Software	Crystal Reports, SQR
Desktop Antivirus	McAfee VirusScan
Desktop/Workgroup Printer	HP DeskJet and LaserJet, Toshiba eStudio
Desktop UPS	Back-UPS Pro
Laptop, Notebook	Dell Latitude
Network Interface Card (NIC)	Intel, Broadcom
Network Server	HP9000, Dell PowerEdge
Network Operating System	Active Directory, MS Windows, HP-UX
Network Backup Suite	Symantec BackupExec
Network Antivirus	McAfee Secure Content Manager
Network Media	Ethernet: 10/100/1000baseT; GigEthernet: GbE, (1 GigE), 10 GigE
Network WAN Transport	T1, ADSL, DS3, OC3c, OC12
Network MAN Transport	Metro Ethernet (AT&T OpteMAN, SureWest EtherMAN, etc.)
Network Transport Protocol	IPv4
Ethernet Switch	HP
Router	Cisco, Juniper, Foundry
Modem*	Anything with Dial-back option enabled
Firewall Security	CheckPoint Firewall, Nokia Appliance
Remote Access	Citrix Secure Gateway/Citrix Client
Encryption Software	PGPmail, PGPfile, NFS (advanced properties encryption), Pointsec
Web Browser	Internet Explorer
Web Server	Apache, IIS, Oracle App Server (OAS)
Enterprise Management	System Center Operations Manager, CiscoWorks
Media Sanitation Software	AccessData WipeDrive
Kiosk Lock-down Software	KioWare Lite

* Dial-up modems or devices are not to be connected to the network.

NOTE: Equipment attaching to the network must use the County's standard naming convention and operating system configuration. Call the CSC (x4357) for details.

Security Standards for the Placer County Data Network

As Of: October 2008

Purpose, Policy and Process

To define standard security procedures and processes for computer system use on the Placer County enterprise data network. Unless otherwise approved by the requesting Department Head and Information Technology, there will be no exceptions to the policies and processes presented below. Contact the Customer Service Center (CSC) at x4357 with any questions relating to this document.

Authorization and Accountability

- Each individual must have a separate log-in account and password for network use.
- Only one logical connection to the network is allowed for each individual.
- Public and generic accounts must be restricted to specific workstation(s) and assigned to workgroups for select, specific business processes.
- Create passwords that have a minimum of 8 characters with a combination of alphabetic, numeric, and special characters.
- Change default passwords provided by the vendor for access to applications/systems on the network.
- Create different passwords for applications/systems on the network.
- Do not share or disclose passwords.
- Intruder lock-out must be enabled for passwords if the option is provided by the software.
- Do not record or write down passwords and store in a manner that can be easily accessed by others.
- All passwords must be changed on a specified, periodic basis.
- All requests for resetting network passwords must be made by the I.T. Liaison via email to the CSC.
- Immediately inform the CSC when log-in accounts are no longer required or will not be used for a period of 30 days or more.
- All log-in accounts not used for a period of 90 days will be disabled.
- All log-in accounts not used for a period of 365 days will be deleted.

System and Data Use

- Use is for County business only.
- Ensure vendors comply with security standards.
- Do not attempt to circumvent protection schemes or standards, or attempt to gain unauthorized access.
- Report any security vulnerabilities to the CSC.
- Do not divulge log-in accounts, system processes, data, or network information to unknown parties.
- Report any suspicious or illicit use to your department security coordinator.
- Ensure the physical security of system equipment and data.
- Use time-activated screensavers with password protection enabled.
- Log-off from the network when the work shift is completed, and turn off the workstation.
- Ensure only authorized staff maintain, move or modify County network systems and components.
- Do not connect modems to the network.
- Disconnect remote sessions (dial-in, Internet access, etc.) when remote task has been completed.
- Do not load or use unapproved software or data files on network-connected systems.
- Firewalls are required between networks interfacing to the Placer County Network.
- No wireless access points to the Placer County Network are allowed without IT authorization.
- No Internet Telephone software is allowed on the network without IT authorization.
- Comply with licensing requirements and copyright laws.
- Virus-check removable media before loading or installing the files.
- Do not disable virus-checking without authorization.
- Keep department supported systems current with security patches and updates.
- Ensure secure development practices are followed when creating programs or scripts.
- Assume all data is sensitive and confidential and protect it accordingly.
- Ensure all business-critical systems and data are backed-up with periodically validated processes.
- Do not test software or systems on the production network; use stand-alone test systems or the Test Network for testing instead.

EXHIBIT D

Application Requirements

Placer County RFP No. 9924 - Performance Appraisal System

INSTRUCTIONS

1. Using the Response Codes described below, indicate the ability of the proposed software application to meet the functional and technical requirements contained in **Exhibits D-1** and **D-2** (worksheets included in this file). Respond to each individual question or requirement separately.

Response Code	Definition
4 - Compliant	The product meets the requirement in its baseline form without modifications or additional software of any kind . This condition must be able to be substantiated by demonstrating that the feature/function is installed and operational at other customer sites using the baseline product.
3 – Minor Modification or Configuration Required	The product meets the requirement through the use of standard, supplied configuration procedures and/or tools which can be used by County end-user staff, with vendor supplied training.
2 – Third Party Tools or Technical Modification Required	The product can be tailored to meet the requirement, but requires Vendor and County technical staff who are skilled and knowledgeable of data structures, window construction, and systems integration, or requires the implementation/integration of third-party software.
1 - Not Compliant	The requirement cannot be met by the proposed system.

2. Indicate whether the function/feature is included in the "base" system price, or additional charge is required.
3. If entering a Response Code of **3, 2, or 1**, indicate the estimated amount of time required to make this modification, by whom the work is to be done (County Business User, County Technical Staff, Vendor Technical Staff, Programmers, etc.) and the additional cost (if not included in the base price).
All additional costs associated with **3, 2, or 1** responses must also be itemized and included in Vendor Cost Proposal.
4. An omitted response will be assumed to be the same as a response of **1 (Not Compliant)**.
5. Responses which deviate from the required response codes may, at the discretion of the County, be considered to be **1 (Not Compliant)**.
6. Use the Comment section of the table(s) to provide any pertinent information that may help the County evaluate your product and the amount of effort required to accommodate the respective functional or technical requirement. If extra space is needed, attach separate typed sheets and clearly reference the number of the requirement. For clarity, please list these additional comments sequentially.

The Functional and Technical Requirements for this system are provided in a separate file (Excel format), which is available on the County's website:

www.placer.ca.gov/admin/procurement/openbids.aspx

EXHIBIT E VENDOR PROFILE

This exhibit contains the following forms:

- E-1 Overview of Project Team**
- E-2 Prime Contractor – Company Profile**
- E-3 Additional Firms – Company Information**
- E-4 Client References**

Instructions:

Each form contains instructions for completion. These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

**EXHIBIT E-1
OVERVIEW OF PROJECT TEAM**

Identify the responsible firm for each portion of this project:

AREA OF RESPONSIBILITY	NAME OF RESPONSIBLE FIRM
Prime contractor/project management services	
Hardware and Operating System software	<i>(1)</i>
Application software programs	
Other software (describe)	
Hardware and O/S maintenance services	<i>(1)</i>
Application software maintenance/support	
Operational training (i.e., user-level)	
Technical training (i.e., analyst, techs)	
Other	
Other	

(1) If you are proposing that the County to host the application on its own equipment, enter "COUNTY" here. Otherwise, enter the name of the firm or vendor who will provide and maintain the hardware and operating system.

Company Name	
Address of Company/Corporate Headquarters	
Address of office who will serve this contract	

Contact Representative(s):		
Name	Title	Telephone

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT E-2, Continued:

Indicate the total number of years that your company has actively participated in the implementation of Performance Appraisal Systems				
	Worldwide	Nationwide	California	Local Office
How many employees does the company have?				
What percentage of the employees are primarily focused on your Performance Appraisal System product?				
How many installations of your Performance Appraisal System product do you have installed and in production in these areas?				
Indicate the prime vendor's annual gross revenue during the last three fiscal years. (If figures for 2008 are not available, include 2007, 2006, and 2005.) Provide audited financial statements with your proposal to substantiate these figures.	2008: \$ _____ 2007: \$ _____ 2006: \$ _____			
Dun & Bradstreet Number:				
Bank Reference:	Bank Name:			
	Address:			
	Contact Person:			
	Phone:			

EXHIBIT E-3
SUBCONTRACTOR INFORMATION

Provide all information requested below for all subcontractors or firms who are not part of or divisions of the Prime Contractor. Use a separate sheet for each subcontractor/firm.

Company Name	
Address of Company/Corporate Headquarters	
Address of office who will serve this contract	

Contact Representative(s):		
Name	Title	Telephone

Briefly describe this vendor's roles and responsibilities in conjunction with this proposal:

[illegible]

EXHIBIT E-4

CLIENT REFERENCES

VENDOR NAME (Prime): _____

Total Number of installed sites: _____

Instructions: Using the forms provided on the following pages, provide the requested information for a minimum of three (3) clients for whom you have installed the proposed software package. These projects must be currently in progress, or have been successfully completed within the past three years. If there are more than three (3) sites, attach additional sheets, as necessary.

Include all requested information for each client reference. Attach additional sheets if more space is required.

EXHIBIT E-4, Continued:

REFERENCE NO. 1

Client Profile:

Name of Client	
Address	
Contact Person/Title	
Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client’s operation in comparison to Placer County.

EXHIBIT E-4, Continued:

Reference No. 1, Continued:

Provide the names of your firm’s (or team’s) staff that were assigned to this project, and are also proposed to be assigned to Placer County’s project. Describe their roles on this client’s project	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

EXHIBIT E-4, Continued:

REFERENCE NO. 2

Client Profile:

Name of Client	
Address	
Contact Person/Title	
Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client’s operation in comparison to Placer County.

EXHIBIT E-4, Continued:

Reference No. 2, Continued:

Provide the names of your firm’s (or team’s) staff that were assigned to this project, and are also proposed to be assigned to Placer County’s project. Describe their roles on this client’s project.	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

EXHIBIT E-4, Continued:

REFERENCE NO. 3

Client Profile:

Name of Client	
Address	
Contact Person/Title	
Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client’s operation in comparison to Placer County.

EXHIBIT E-4, Continued:

Reference No. 3, Continued:

Provide the names of your firm’s (or team’s) staff that were assigned to this project, and are also proposed to be assigned to Placer County’s project. Describe their roles on this client’s project	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

EXHIBIT F COST PROPOSAL

This exhibit contains the following forms:

F-1	Total Project Cost Summary
F-2	Application Software
F-3	Enhancements
F-4	Documentation
F-5	Training
F-6	Conversion
F-7	Consulting
F-8	Other One-Time Costs
F-9	Annual Ongoing Costs

Instructions:

Each form contains instructions for completion. These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive. When preparing your cost proposal, please note the following conditions:

- Using these forms, identify and itemize all costs to be charged by the vendor to the County for this project. Costs or expenses not listed here will be borne by the vendor.
- If governmental or other discounts are offered for any item, identify the item being discounted, the gross cost of the item, the amount of the discount, and the net cost to the County.
- List all applicable taxes. Note: Placer County is not exempt from California State Sales Tax. The sales/use tax rate in Placer County is 8.25%
- Identify Shipping and Insurance Costs (if any) separately.

EXHIBIT F-1
TOTAL PROJECT COST SUMMARY

Complete the cost detail sheets (Exhibits F-2 through F-9) for each of the below project elements. Transfer those totals to this exhibit to summarize the total costs for this project.

Cost Schedule	Description	Total Cost
F-2	Application Software	
F-3	Enhancements	
F-4	Documentation	
F-5	Training	
F-6	Conversion	
F-7	Consulting	
F-8	Other One-Time Costs	
	TOTAL PROJECT COST (total of above Schedules)	\$
F-9	Total Annual On-Going Costs for Years 2 - 5	\$

EXHIBIT F-2
APPLICATION SOFTWARE – COST DETAIL

List all base system software products, modules, etc. and their related costs.

Description	License Qty	Unit Price	Sales Tax (8.25%)	Total Price
Application Software (list each separately):				
Application Software Warranty for the first 12 months after go-live date:				
Total Application Software Costs:				\$

EXHIBIT F-3
ENHANCEMENTS – COST DETAIL

Provide detailed costs (not lump sum costs) for all modifications or enhancements necessary to make the application compliant with the Functional or Technical Requirements in Exhibits D-1 and D-2. Reference the applicable Requirement number(s) from those exhibits.

(Attach a separate sheet if more space is needed)

Requirement Number	Enhancement Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Total Enhancement Costs:					\$

EXHIBIT F-4
DOCUMENTATION – COST DETAIL

Provide cost (if any) for electronic documentation for application and other software proposed for this project.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Application				
Total Documentation Costs:				\$

EXHIBIT F-7
CONSULTING SERVICES– COST DETAIL

Provided cost detail for all consulting services to be performed by the awarded vendor, up to and including project completion.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Total Consulting Costs:				\$

EXHIBIT F-8
OTHER ONE-TIME COSTS – COST DETAIL

List all other one-time costs not identified in the previous detail sheets, including third-party products or services.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Total One-Time Costs:				\$

EXHIBIT F-9
ANNUAL ONGOING COSTS – COST DETAIL

List all on-going costs to the County, including, but not limited to the following:

- Application Software maintenance (upgrades, license fees, etc.)
- Third Party maintenance (if applicable)
- Escrow (for source code)
- Application and Technical Documentation Services

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Application Software				
Third Party Products				
Escrow Fee (Source Code)				
User Group/Subscriptions				
Application and Technical Documentation Services				
Total Annual On-Going Costs:				\$
Total Annual Costs for Years 2-5 (multiply above total x 4):				\$

EXHIBIT G
HARDWARE SPECIFICATION DETAIL
(Optional)

If vendor is proposing that the County host the application on its own hardware, describe the recommended hardware and related software requirements below. All hardware and software must meet the County's network standards in **Exhibit C**. The County's cost to acquire and maintain this hardware may be considered in the evaluation of this RFP.

If the proposed solution will be hosted by the contract or another vendor, this exhibit is not required.

Description (server, router, hub, switch, hard drive, etc)	Quantity	Make/Model	Part Number

**EXHIBIT H
PLACER COUNTY
STANDARD INFORMATION SYSTEMS AGREEMENT**

This agreement is made this ____ day of _____, 20__ between Placer County, a political subdivision of the State of California (hereinafter referred to as the County) and _____, (hereinafter referred to as the Contractor), both of which may be referred to as the "parties", subject to the following statements of fact:

RECITALS

Whereas, Placer County issued a written Request for Proposal for an Performance Appraisal System (**Placer County RFP No. 9924**) seeking certain computer system software and related services; and

Whereas, in response to Placer County's RFP, Contractor submitted a written proposal to provide computer hardware, software and related services described within that RFP; and

Whereas, in providing the aforementioned system to County, Contractor will provide computer hardware(specifications only), software and related services, all as more particularly described in the Exhibits; and

Whereas, subsequent to the final negotiations between the parties, County has agreed to acquire and Contractor has agreed to provide this system meeting the specifications set forth herein in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**PART I
AGREEMENT FOR ACQUISITION**

- 1.1 Agreement.** Contractor hereby agrees to sell the license Contractor-owned software, procure license for third-party software, and provide related services to and for Placer County.

County hereby agrees to purchase the license the Contractor-owned software, license the third-party software and procure related services from Contractor, all upon the terms, conditions and provisions of this Agreement.

- 1.2 System Price.** The purchase price for all software, license fees for software, and fees for all related services within the Scope of Work (further defined in 1.4) is \$ _____ including any applicable sales taxes and is payable as provided in Part IV of this Agreement. The price includes all costs and license fees for software, and related services for the period of 12 months from final system acceptance by County. The County will incur additional maintenance and support fees after the first 12 months at prices not to exceed those listed in Exhibit F, Deliverable and Payment Schedule.

- 1.3 Price Change.** If the Contractor's established purchase price for any item of equipment or software delivered hereunder shall be less on the date of installation thereof than the price for such equipment as specified herein, this Agreement shall be deemed to provide such lower price; if such price shall be higher, the prices set forth herein shall prevail.

- 1.4 Scope of Work.** The Work includes the provision of all hardware (specifications only), software and related services as set forth herein required to provide the System as described in Exhibits H, I and J and including the Continuing Standards of Performance requirements set forth in Section 3.4 of this Agreement.

- 1.5 Form of Agreement.** The parties' entire agreement concerning the System consists of this Agreement; Exhibit A, County Request for Proposal; Exhibit B, Contractor's Proposal; Exhibit C, Contractor's Licensing Agreement; Exhibit D, Contractor's Maintenance Agreement; Exhibit E, Placer County Security Policy; Exhibit F, Deliverable and Payment Schedule; Exhibit G, Required Resources; Exhibit H, Statement of Work; Exhibit I, Project Work Plan; and Exhibit J, Functional Descriptions.

In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence in the order stated in the paragraph immediately preceding. Any variance where not covered by the above statement of document precedence shall be agreed to by both parties and shall be modified by an amendment to this Agreement.

- 1.6 Duration of Agreement.** This Agreement will remain in effect until five years after final system acceptance or until termination according to the Termination Provision in Part VII.

PART II ACQUISITION OF SYSTEM

- 2.1 Order and Delivery.** All software shall be delivered by the Contractor in time to comply with the requirements of the Implementation Schedule presented in the Contractor's Proposal. All expense of delivery of the software to County shall be borne by the Contractor.

- 2.2 Equipment Condition and Availability.** Equipment specified as manufactured by Contractor must be furnished as state-of-the-art, new, still in production, reliable, thoroughly tested in field use, and conservatively rated to perform the automated functions required hereunder without approaching the design limits of the system. Specific system requirements are defined in the Statement of Work, Exhibit H.

The type of equipment, features, and attachments Contractor furnishes County must be the most current version or release of the product available at the time of delivery.

- 2.3 Site Preparation.** Contractor represents that the minimum and maximum electrical requirements set forth in the proposal, as well as all other permitted ranges of environmental variations are satisfactory for operation of the system. Contractor will be responsible for visiting, within 24 (twenty-four) hours of the effective date of this Agreement, the site and for gaining the information to determine what is necessary to fully prepare the site. Contractor shall inspect within 24 (twenty-four) hours following County's completion of site.

The cost of any physical or environmental alteration or modification required for the successful installation, operation, and/or maintenance of the system (either by Contractor or County) that can be directly attributed to incomplete or erroneous site specifications provided by the Contractor shall be borne by the Contractor at no cost to County.

- 2.4 Acceptance.** The County's acceptance of the System shall be as provided in Part IV of this Agreement.
- 2.5 Proprietary Rights in Manufacturer's Software.** County acknowledges that title to, ownership of and all applicable patents, copyrights and trade secrets in the Manufacturer's Software and all other proprietary information pertaining to the design, engineering and use of the software and shall not pass to County.
- 2.5 Source Code.** Contractor shall provide the most recent copies of the application source code to County in accordance with the Deliverable and Payment Schedule, Exhibit F.

PART III WARRANTIES

- 3.1 Contractor Commitments, Warranties and Representations.** Any written commitment by the Contractor within the scope of this Agreement including all Exhibits shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the County. Such written commitments include 1) any warranty or representation made by the Contractor in the Proposal as to equipment or software performance, total System performance, or other physical or functioning characteristics of a machine or software system; 2) any warranty or representation made by the Contractor concerning the characteristics of the items described in 1) above, made in any publications, drawings, or specifications accompanying or referred to in the Functional Descriptions or the Statement of Work; and 3) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is in this Agreement.

Notwithstanding the above Contractor agrees to warrant and guarantee all software and their performance provided under this Agreement for a minimum of 12 months from final system acceptance unless a longer period is provided elsewhere in this Agreement or exhibits attached hereto as described above.

- 3.2 Maintenance.** Contractor and its selected vendors agree to provide all parts, labor and support necessary to keep the System in good operating condition in accordance with the provisions contained in this Agreement's Exhibits for a minimum of a five year period from the date of the County's final acceptance of the system. (Maintenance charges may not begin for any module until 12 months after final system acceptance.) The Contractor agrees to provide maintenance support services to the County upon execution of the maintenance agreements for a minimum of 5 years from the final system acceptance date, in accordance with the maintenance agreements included herein in Exhibit D.
- 3.3 Single Call Problem Resolution.** The System's Project Manager or designated alternate may contact the Contractor's Support Center to ask questions, seek advice, or obtain diagnostic analysis relating to the use of all modules within the System using a toll free number provided by the Contractor. Trained and competent Contractor Support Center personnel shall answer County inquiries and assist the County in utilizing the System, provide advice, analyze problems, provide workarounds, if and where possible, and correct or remedy any problems encountered with the System.
- 3.4 Continuing Standards of Performance.** The Contractor agrees that subsequent to completion of the successful performance period and acceptance of the System by County, the availability, performance requirements and criteria established in this section and in the Statement of Work, Exhibit H, will be met throughout the full term of the agreement. System uptime requirements are 99.9% during the hours of 7:00 AM to 7:00 PM Pacific Coast Time for normal business days during each three month period over the five year proposed life of the system beginning after final system acceptance.

The effectiveness level (E) for a system is computed by dividing the operational use time (O) during the normal business hours stated above by the sum of that time plus systems failure downtime (S). For example, the formula would be $E = O / (O + S)$.

Systems failure downtime is that period of time when any machine or software module in the system is inoperable due to equipment failure or software problems and not caused by anything external to the system or the County's usage.

During a period of systems downtime the County may use operable modules and equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use.

Operational use time for performance testing for a system is defined as the accumulated time during which the central processing unit and all software modules are in actual operation including any interval of time between the start and stop of the central processing unit.

Downtime for each incident shall start from the time a user who cannot perform a Class 1 or Class 2 function¹ due to equipment or software problems notifies the County's Management Information Services Customer Service Center and the incident is logged into the Management Information System's tracking system.

Operational use and downtime shall be measured in whole minutes.

- 3.5 Application Response Time.** This is defined as the interval that elapses the moment the user presses the "enter" key to the moment the last character of the computer's reply is received and control is handed back to the PC workstation. The Contractor agrees to ensure a maximum response time of 1 second during maximum load for text-based transactions. Maximum load is the load on the system when all workstations are active and all of the proposed system functions are running simultaneously. Response times will be based on a localized network segment. This will consist of the application host/server and the test PC, used for response time testing, with a dedicated wire speed Ethernet switching port. The load of additional PC workstations will be on a third Ethernet switching port. No other traffic will be on the test segment. The purpose of this architecture is to eliminate the impact of network overhead on the response time test. This test will be coordinated with input from the successful vendor. It is understood that batch operations and reports must be queued at the lowest priority when devices are active and will not be measured as part of response time. In addition, the County expects the system to meet these response time requirements taking into consideration 10% per year planned growth.
- 3.6 Batch Processing Response Time.** Response times for schedules and ad hoc runs on the system will be optimized for an eight-hour period; that is, all batch runs need to complete processing in eight hours or less. If run times exceed eight hours, the system, including but not limited to operating system, processor(s), hard drives, RAM and controllers, should be re-specified to accommodate the eight hour limit. Contractor will be responsible for costs required to optimize the system to meet the above-referenced batch processing response time, including but not limited to costs for purchasing and installing system components, application program and database optimization.
- 3.7 Remedies for Failure to Perform Following Final System Acceptance.** In the event Contractor breaches a warranty or fails to perform following final system acceptance within the requirements and criteria established in Section 3.4 and further referenced in the Exhibits following final system acceptance, County shall be entitled to damages, until Contractor corrects system problems and returns the performance to standards in this Agreement, as follows:
- Class 1 Software Problem:** Three times the daily maintenance rate per calendar day for each twenty-four (24) hour period. The daily maintenance rates will be calculated by dividing the total system annual maintenance rate by 365 days.
- Class 1 problems shall be any failure, which prevents a module from operating or impedes the delivery of critical functions.
- Class 2 Software Problem:** Two times the daily maintenance rate per calendar day for each twenty-four (24) hour period. The daily maintenance rates will be calculated by dividing the total system annual maintenance rate by 365 days.
- Class 2 problems shall be any failure which prevents other functions from operating, other than class 1 problems; failure of the system to perform to the maximum response time standards established in this Agreement; or an effectiveness level of less than 98% for any thirty (30) day period.
- 3.8 Documentation.** Contractor shall provide current, accurate software documentation for the System for a period of five years following final system acceptance.

¹ Defined in 3.7

- 3.9 Enhancements.** Enhancements, modifications, upgrades, and revisions to the software provided under this Agreement will be provided as part of Warranty and Maintenance Services under this Agreement for a period of five years following final system acceptance. Enhancements to the software refers to all maintenance modifications and major upgrades, new releases, and "fixes" released relating to operating systems and applications software. Updated documentation shall be made available before enhancements are loaded. The only extra cost for software will be an increase in the number of licenses for additional users if required by the County.

Contractor, if requested by County, will install such enhancements, upgrades and revisions and train County's personnel in the use thereof on a time and materials basis at the Contractor's then current rates.

- 3.10 Additional License Costs.** Should the County require additional licenses, Contractor shall charge no more than a 10% surcharge upon the cost of the original cost of the licenses originally purchased through this Agreement, for as long as the System is installed.
- 3.11 Price of Maintenance Services.** The Contractor agrees to provide the maintenance services as defined in this Agreement for as long as the system is installed and after the initial maintenance period as defined in Section 3.2. Such services shall be provided at prices indicated in the Deliverable and Payment Schedule, Exhibit F. Each annual increase shall be at or below the U.S. Cities Consumer Price Index up to a maximum increase of 4% per year.
- 3.12 Connection to Other Equipment.** County shall have the right to connect the equipment herein contracted for to any equipment manufactured or supplied by others including telecommunications equipment, terminal devices and the like.

PART IV IMPLEMENTATION, PAYMENT SCHEDULE AND RELATED SERVICES

- 4.1 Implementation Schedule.** Implementation of the Work and the delivery and installation of software shall be completed in accordance with the schedule in the Project Work Plan, Exhibit I.
- 4.2 Delivery and Installation.** The Contractor shall deliver all software to County sites. The Contractor shall install and configure all software at County sites in accordance with the Specifications.
- 4.3 Contractor Certification.** When the System components are delivered, installed, operational, integrated with all modules and systems as identified in Exhibits I and J, and fully tested by the Contractor, then the Contractor shall certify that fact to County in writing ("Contractor Certification"). Contractor Certification shall include the Contractor's statement that there are no mechanic's or other liens are of record for work, any subcontractor, or their employees, and that no claim or demand exists in favor of materials and/or labor furnished or supplied in the performance of the Work. Said Contractor Certification must be in writing and signed by an executive officer of the Contractor. Thereafter, a two-step acceptance test shall be performed by the County, assisted by the Contractor, in accordance with procedures set forth in Sections 4.4 and 4.5 of this Agreement.
- 4.4 Functional Acceptance.** Functional Acceptance will be performed on each individual module as it is installed, integrated with other modules and systems, and certified by the Contractor. Within twenty (20) business days of Contractor's giving of Contractor Certification, County shall run the functional and benchmark tests County deems necessary to determine that the functions of the System match those of the Specifications contained in Exhibits A, B, and J of this Agreement.

County's determination that the System's operation and functionality matches the Specifications shall be deemed functional acceptance of the System. Functional Acceptance shall not prejudice County's right to accept or reject the System under Section 4.5 of this Agreement.

- 4.5 Final System Acceptance.** Functional Acceptance of the System, including complete testing of integration among the modules and with interfaced systems, and other portions of the Work shall be as provided in Section 4.6, the completion of which shall be deemed Final System Acceptance.

- 4.6 Final System Acceptance Procedures.** When all of the modules are installed, fully integrated with other System modules and the systems identified in Exhibits I and J and have the County's Functional Acceptance, County shall begin the process to accept or reject the System by operating the System in accordance with its normal operating practices over a 30 business day period to determine if the System is free from error that interferes with the normal operation of System and the reliability standards set forth in Exhibit J of this Agreement. County's acceptance, conditional acceptance or rejection shall be by written notice given within forty-five (45) business days of the Functional Acceptance of the last module being completed and, if a conditional acceptance or rejection is made, County's notice shall set forth in reasonable detail the basis for its position. The Contractor shall have twenty (20) business days to cure, or if cure within that time is not possible, to begin and diligently pursue the cure of, the defects noted by County by either (a) modifying or adjusting the System; (b) replacing or adding such components as may be necessary to make the system free from error that interferes with the normal operation of system; or (c) at the option of County, reducing the price by an amount to be mutually agreed; if no reduction can be agreed to within five days after the County requested re-negotiation, then the Contractor shall perform under either clause (a) or (b) above. After any adjustment, modification, repair or replacement by the Contractor under the Section, any relevant portions of the tests described in Section 4.5 shall be run again for County to determine its acceptance or rejection of the System. If after again running any relevant portion of the tests described in Section 4.5 of this Agreement, the System still fails to be free from error that interferes with the normal operation of system, then County shall have the right to:
- (i) Cancel this Agreement, obtain a full refund in exchange for returning all items of software and other deliverables for which the County has paid or would otherwise be obligated to pay;
 - (ii) Cancel any portion of this Agreement, obtain a full refund in exchange for returning all items of software and other deliverables related to that portion of the Agreement which is canceled and for which the County has paid or would otherwise be obligated to pay; or
 - (iii) Begin Functional Acceptance again, followed by Final Acceptance.
- 4.7 Payment Terms.** Payment of the System price shall be made in installments based on the County's acceptance of each deliverable and according to the deliverable and payment schedule attached as Exhibit F. The County will remit payment within 30 days of receipt of an invoice, unless the Contractor is notified of exceptions in writing within 10 days of receipt of invoice. A twenty percent (20%) retainage will be withheld from each invoice. The total retainage will be remitted upon the County's acceptance of the system following completion of the Final Acceptance Test described in Section 4.5.
- 4.8 Training.** Training courses shall remain available to County from the Contractor as long as the System to be delivered hereunder remains installed and in use by the County. All training required to implement the system is included within the price of this contract. After Final System Acceptance, training courses shall be billed at the cost specified in the cost proposal. If no cost is specified, then it will be presumed that all training for the life of the system will be at no cost to County.
- 4.9 Non-Exclusiveness of Remedies.** Any right or remedy on behalf of County (or on behalf of any other entity possessing the right or permission to buy under these specifications) provided for in any part of these specifications, including, but not limited to any guaranty or warranty or any remedy for Contractor's non-performance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

PART V INSTALLATION DEPENDENCIES AND DELAYS

- 5.1 Delays by Contractor.** Strict adherence to the scheduled delivery and installation dates is vitally important. If the Contractor does not install the system and make it available to County on or before the contracted installation date of December 31, 2009 then the Contractor shall pay as fixed and agreed liquidated damages the sum of five hundred dollars (\$500) for each available calendar day's delay as defined by County, beginning with the installation date.

- 5.2 **Delays by County.** The obligations of County in connection herewith are set forth in Exhibit G. County agrees to provide such personnel in accordance with Exhibit G or to provide substitute personnel. The Contractor agrees to notify the County on a bi-weekly basis of any claim of delay.

**PART VI
ADDITIONAL TERMS AND CONDITIONS OF THE WORK**

- 6.1 **Storage of Materials; Cleaning Up.** It shall be the Contractor's responsibility for storage of any materials and County will not be responsible for loss of, or damage to, materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes unless caused by the negligence of County or County's failure to provide Contractor with secure storage space.
- 6.2 **Extra Work.** No claims for extra work will be allowed unless the same shall have been previously ordered by County in a written change order, as described in Section 6.3 of this Agreement.
- 6.3 **Change Orders.** Contractor agrees to modify its software so it will produce all required reports included in the price of this contract. Other modifications to software not possible through customization of available functions may require change orders. Design, development and implementation work on change orders will be performed at the personnel and other billing rates specified in the Contractor's proposal and incorporated into this Agreement. The Contractor and County shall negotiate in good faith and in a timely manner as to the number of hours required for each change order. When the parties reach an agreement, the precise modification, criteria for acceptance, required completion date, and a "fixed fee" will be documented on a County-standard Contractor Task Management Form and attachments, if necessary, signed by the Contractor and County Project Manager, and completed by the Contractor as so stated. When each modification is accepted by the County Project Manager according to the criteria documented on the Contractor Task Management Form, the Contractor will invoice the County according to Section 4.7 of this Agreement.
- 6.4 **Reports.** The Contractor shall submit written monthly reports on the status of the work so County is kept fully informed of Contractor resource availability, project progress, delays, potential delays, potential resource issues, etc. County may designate, from time to time, its Project Manager or other representative to whom required reports shall be directed. County will determine the format, level of detail, and primary areas of interest. The Contractor may include additional information.
- 6.5 **Security Policy.** All Contractor security practices and procedures must be compatible with and sufficient to satisfy County's Security policy attached as Exhibit E.
- 6.6 **Software Application Controls.** Contractor shall not negatively impact County systems and data. For example, if Contractor proposes any software which contains traps which are designed to terminate or disrupt the operation of the software at the end of any term, or for failure to install the software on the designated CPU or for any other purpose, Contractor shall give County written notification of the existence of such software traps no later than time of proposal.

If Contractor proposes using in the software any features which can be invoked by the use of special passwords, or which use a supervisor mode, master mode, route, or backdoor means to invoke special features of the software, Contractor shall provide County with documentation on the use of such features no later than time of proposal.

If Contractor proposes software which modifies upon installation on a given personal computer or microcomputer (PC) so as to prevent that software from being used on another PC, then Contractor shall inform County at time of proposal.

- 6.7 **Confidentiality and Proprietary Information.** Since the work for which Contractor is engaged may include knowledge and information of a proprietary nature to County, Contractor shall receive such knowledge and information in confidence and shall not, except as required in the conduct of County's business, or as authorized in writing by County, publish or disclose or authorize anyone else to publish, disclose or make use of such information or knowledge. This prohibition as to publication and disclosure shall not restrict Contractor in the exercise of its technical skill providing that the exercise of

such skill does not involve the disclosure to others of information considered sensitive or proprietary to County. Contractor shall, upon demand, promptly surrender any such information to County.

PART VII GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

- 7.1 Independent Contractor.** The Contractor is acting as an independent contractor and not as an agent, distributor or representative of the County for any purpose.
- 7.2 Assignment.** Neither party shall have the right to assign all or any portion, of its rights and licenses granted or delegate any obligations assumed under this Agreement, and any attempted assignment or delegation shall be null and void; provided, however, the Contractor shall have the right to delegate matters to the subcontractors referenced in the Exhibits and such other subcontractors as are approved by County.
- 7.3 Termination.** This Agreement will terminate or may be terminated as provided in the following sections.
- 7.4 Termination by County.** This Agreement may terminate or may be terminated by County for any or all of the following reasons:
- (i) For any default by Contractor,
 - (ii) For the convenience of County,
 - (iii) In the event of the insolvency of or declaration of bankruptcy by the Contractor, or
 - (iv) In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of County's future obligations hereunder, as each of these is described in the following Sections.
- 7.5 Termination for Default.** The failure of the Contractor to comply substantially with any material term, condition, or provision of this Agreement shall constitute a default. In the event of default, County shall notify the Contractor of the specific act or omission by Contractor that constitutes default. The Contractor shall have twenty (20) business days from the date of receipt of such notification to cure such default or, if such default is not capable of being cured within twenty (20) business days, to begin and diligently pursue such cure. In the event of such default, and during the above-specified grace period, performance under this Agreement shall continue as though the default had never occurred. In the event the default is not cured within the above-specified grace period, then County may, at its sole option, terminate this Agreement for default. Such termination shall be accomplished by written notice of termination and shall be effective at the close of business on the date specified in the notice.
- 7.6 Termination for Convenience.** County may terminate performance of work under the agreement in whole or in part whenever for any reason County shall determine that such termination is in the best interest of County. In the event that County elects to terminate the agreement pursuant to this provision, it shall so notify the Contractor in writing at least thirty (30) days in advance and the termination shall be effective as of the date specified in the notice. The agreement shall terminate without further obligation of County as of that moment, except the Contractor shall be paid for all work performed to the effective date of termination.
- 7.7 Termination for Bankruptcy or Insolvency.** In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, County will have access to the source code for the sole purpose of maintaining and updating the System to avoid cessation of service or loss to the County. County may, at its option, terminate this Agreement. In the event County elects to terminate this Agreement under this provision, it shall do so by sending notice of termination to the Contractor

and the date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

- 7.8 Termination for Unavailability of Funds.** Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by County solely from funds received by County from normal operations. In the event such funds are determined in the sole discretion of the County Board of Supervisors to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall terminate without further obligation of County thirty (30) days after Contractor's receipt of written notice of termination, except the Contractor shall be paid for all Work performed to the effective date of termination. In such event, the Board of Supervisors shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.
- 7.9 Procedure on Termination.** Upon termination of this Agreement by the County as provided by Section 7.4, the Contractor shall:
- (i) Stop work under the agreement on the date and to the extent specified in the notice of termination,
 - (ii) Place no further orders or subcontract for materials, sendees or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated,
 - (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination,
 - (iv) Assign to County in the manner and to the extent directed by the County all of the Contractor's right, title, and interest under the orders or subcontracts so terminated, in which case County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
 - (v) With the approval of County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the agreement,
 - (vi) Take such action as may be necessary, or as County may reasonably direct, for the protection and preservation of any and all property or information related to the agreement which is in the possession of the Contractor and in which County has or may acquire an interest, and
 - (vii) Within ten (10) business days from the effective date of the termination, the Contractor shall deliver to County all drawings, computer program source code, computer input and output, analyses, plans, tests, maps, and written materials necessary to the continued performance of the System as specified by County, to the extent that the County has paid for such deliverables. All materials shall be licensed by the Contractor to County under the terms of Part III of this Agreement.
- 7.10 Payment on Termination for Convenience.** If this Agreement is terminated for the convenience of County under the provisions of Section 7.6 of this Agreement, then the County shall pay the Contractor for services rendered by the Contractor up to the date of termination as mutually agreed upon by the Contractor and County.
- 7.11 Laws to be Observed.** The Contractor shall perform the Work in compliance with all federal and state laws and local ordinances which in any manner affect those engaged or employed in the Work or which in any manner affect the conduct of the Work.
- 7.12 Governing Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of which County is a political subdivision. The proper venue shall be County, or if appropriate the Federal District Court for the Eastern District of California sitting in Sacramento, California.

- 7.13 Permits and Licenses.** Except with respect to permits, licenses, fees and notices imposed or required by County's site preparation to be completed by County as required by this Agreement, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- 7.14 Taxes, Insurance and Miscellaneous Expenses.** All statements of prices, fees and charges payable to the Contractor are all-inclusive; including but not limited to such fees as delivery, applicable sales taxes, transit insurance and other expenses of delivery. County is not obligated to pay for any charges beyond the system price identified in Section 1.2 and modifications approved on Contractor Task Management Forms according to Section 6.3 of this Agreement.
- 7.15 Force Majeure.** Neither party shall be responsible for delays resulting from causes beyond the control of the party including, but not limited to, delays resulting from governmental action, inability to obtain services, power failures, acts of God and the failure of any product or service not manufactured or provided by the party.
- 7.16 No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 7.17 Nondiscrimination Standards.** The Contractor will not discriminate against employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 7.18 Conflict of Interest.** The Contractor hereby certifies that no officer, agent or employee of County who may have a pecuniary interest in this Agreement has participated in the contract negotiations on the part of County, that the Proposal was submitted in good faith without fraud, collusion or connection of any kind with any other vendor for the same call for proposals and the Contractor has competed solely in its own behalf without obligation to any undisclosed person or firm.
- 7.19 Notices.** Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

COUNTY

Placer County Procurement
2962 Richardson Drive
Auburn, California 95603
Phone: (530) 889-7776
FAX: (530) 889-4274

CONTRACTOR

- 7.20 Insurance.** The Contractor shall file with the County, a Certificate of Insurance, in companies acceptable to the County, with a Best's Rating of no less than A: VII showing.
- 7.21 Workers Compensation Insurance.** Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County."

Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

7.22 General Liability Insurance.

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - 1. Contractual liability insuring the obligations assumed by Contractor in this Agreement.
- B. One of the following forms is required:
 - 1. Comprehensive General Liability;
 - 2. Commercial General Liability (Occurrence); or
 - 3. Commercial General Liability (Claims Made).
- C. If Contractor carries a Comprehensive General Liability policy; the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - One million dollars (\$1,000,000) aggregate
- D. If Contractor carries a Commercial General Liability (Occurrence) policy:
 - 1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
 - 2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions: Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
 - 1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate;
 - 2. The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to

provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

7.23 Endorsements. Each comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by the County and no insurance held or owned by the County shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

7.24 Automobile Liability Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

7.25 Modifications. This Agreement may be modified only by written mutual agreement by both parties.

7.26 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

7.27 Headings. The headings of parts, sections and Sections used in this Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the agreement.

7.28 Number and Gender. Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular and a pronoun of one gender shall refer to any appropriate gender.

7.29 Severability. Unless expressly provided otherwise, the provisions of this Agreement are severable, and the unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

7.30 Inurements. The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

7.31 Counterparts. This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which shall be deemed a duplicate original but all of which together shall constitute one and the same agreement.

7.32 Entire Agreement. The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties or other agreements except as expressed by the written terms of this Agreement. The County acknowledges that no employee, agent or representative of the Contractor has the authority to bind the Contractor to any representation not expressly contained in a written agreement signed by an executive officer of the Contractor. This Agreement embodies the entire understanding of the parties and supersedes all prior or contemporaneous proposals, purchase orders, understandings, representations, conditions, warranties, covenants and other telecommunications

between the parties, whether oral or written, relating to the subject of the agreement unless expressly set forth or referred to in the agreement. The parties agree that this Agreement may not in any way be contradicted by a prior or existing course of dealing between them or by any usage of trade or custom. Further, any contradiction between this Agreement and the Contractor's sublicense agreements and any Exhibits attached to this Agreement shall be resolved by giving the County Standard Information Systems Agreement controlling interest.

7.33 Hold Harmless and Indemnification Agreement

The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

Liabilities and Remedies for Infringement

Contractor hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against County to the extent such Liabilities result from a claim that the software provided by Contractor violates a third party's trade secrets, proprietary information, trademark, copyrights, patent or other proprietary rights. County shall promptly notify Contractor of any third party claim subject to indemnification hereunder and Contractor shall have the right to conduct the defense or settlement of any such third party claim at Contractor's sole expense and County shall cooperate with Contractor in connection therewith. The foregoing provisions shall not apply to any infringement arising out of (i) use of the software other than in accordance with applicable documentation or instructions supplied by Contractor or (ii) any alteration, modification or revision of the software not explicitly authorized by Contractor.

In case any of the software or any portion thereof is held to constitute infringement and the use thereof is enjoined, Contractor shall within a reasonable time, at Contractor's option, either (i) secure for the license the right to continue the use of such infringing item by procuring for the licensee a license or other permission as will enable Contractor to secure the suspension of any injunction or (ii) replace, at Contractor's sole expense, such item with substantially equivalent non-infringing Item or modify such item so that it becomes non-infringing. In the event Contractor is unable to procure the aforementioned license or permission or replace the infringing item as provided herein, Contractor shall accept the return of the infringing item and refund to County the amount paid to Contractor for such item and associated professional service fees.

The provisions of this paragraph state Contractor's entire liability and County's sole remedy with respect to infringement. As used above, the term County means County or its officers, agents, employees, and volunteers.

7.34 Contractor's Power and Authority. The Contractor warrants that it has full power and authority to grant the rights herein granted. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of County under this Agreement.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name and Title

Approved As to Form

By: _____
County Counsel

CONTRACTOR*

By: _____
Name: _____
Title: President/ Vice President

By: _____
Name: _____
Title: Secretary

*If Contractor is a corporation, this agreement must be signed by two corporate officers, one of which must be the Secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other specific officers to bind the corporation.

STANDARD INFORMATION SYSTEMS AGREEMENT

EXHIBIT LIST

(to be added upon successful negotiation with the awarded firm)

A	Placer County Request for Proposal
B	Contractor's Proposal
C	Confidentiality Agreement
D	Contractor's Licensing Agreement
E	Contractor's Maintenance Agreement
F	Placer County Security Policy
G	Deliverable and Payment Schedule
H	Required Resources
I	Statement of Work
J	Project Work Plan
K	Functional Descriptions

EXHIBIT C TO STANDARD AGREEMENT

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the _____ of _____, 20____ by and between Placer County "County" and _____ ("Recipient/Contractor").

1. Confidential Information.

County proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all personal County employee data, materials, products, technology, computer programs, specifications, manuals, software, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by County. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require County to disclose any of its information.

2. Recipient's Obligations.

- A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to County and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with County, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from County to any other party whatsoever except with the specific prior written authorization of County.
- B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of County, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At County's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Documents are to be destroyed using either a shredder or shredding service. Physical media including, but not limited to: diskettes, CDs, DVDs or other removable media are to be returned to the County for destruction. Recipient shall provide a written certificate to County regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of Recipient herein shall be effective indefinitely from the date County last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between County and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. **Other Information.**

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to County along with the asserted grounds for disclosure.

5. **No License.**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. **Governing Law and Equitable Relief.**

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, County may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect County against any such breach or threatened breach.

7. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. **No Assignment.**

Recipient may not assign this Agreement or any interest herein without County's express prior written consent.

9. **Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

10. **Notices.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

COUNTY

CONTRACTOR/RECIPIENT

Placer County Personnel Dept.
145 Fulweiler Avenue, Suite 200
Auburn, California 95603

11. **No Implied Waiver.**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

12. **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Recipient/Contractor Signature

Date