

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
Procurement Services Division**

on behalf of

**Placer County Department of Facility Services
And
Placer County Department of Public Works**



**REQUEST FOR PROPOSALS
for
JOB ORDER CONTRACTING SYSTEM**

RFP No. 9964

Release Date: January 6, 2010

**Submittal Deadline: January 26, 2010, not later than 5:00 p.m.
(Pacific)**

RFP 9964

JOB ORDER CONTRACTING SYSTEM

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ATTACHMENTS:

1. Sample Contract

1.0 INTRODUCTION

- 1.1 The County of Placer is seeking proposals from firms to furnish, implement and assist in executing and managing a Job Order Contract (JOC) automated system. The purpose of the JOC system is to enable the County to rapidly and efficiently engage contractors to perform repairs, alterations, maintenance, and construction related services. The JOC system must comply with the provisions and requirements of Section 20128.5 of the California Public Contract Code (CPPC 20128.5). The County intends to award an initial fifteen-month contract to the successful proposer with options for four one-year renewals.
- 1.2 This Request for Proposals (RFP) includes a description of the scope of work and proposal instructions. Direct all inquiries regarding this RFP to the contact person named below; do not contact other County staff. Information provided by other than the below contact should be considered invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.
- 1.3 Final questions must be submitted by January 19, 2010. E-mail is the preferred method of communication. Direct all inquiries regarding this RFP in writing to:

Attn: Jim Boggan
Purchasing Manager
Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640
Phone: 530-889-4258
Email: jboggan@placer.ca.gov
Email cc: apay@placer.ca.gov

- 1.4 In the event that it becomes necessary to revise any part of this RFP, a written addendum will be issued. Any amendment to this RFP is valid only if in writing and issued by Placer County Procurement. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFP are invalid.
- 1.5 All addenda for this RFP will be distributed via Placer County's website:

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

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

2.0 BACKGROUND

- 2.1 Currently, Placer County conducts a formal Invitation for Bid (IFB) process for each public work project estimated at \$10,000 or more. These IFBs typically take four to eight months to process and award and are costly in staff time and budget. We also recognize the significant time and expense expended by our bidders in response to these IFBs. Therefore the County is seeking a JOC system to streamline this process for projects permitted by CPPC 20128.5.
- 2.2 The Department of Facility Services (DFS) plans to use JOC for building and pavement refurbishment and modification of County owned facilities. Additionally, the Property Management Division of Facility Services manages tenant improvements and repairs in facilities that Placer County leases from private parties. The Division would use the JOC

system to improve the efficiency of delivering tenant improvements and repairs to leased facilities.

2.3 The Department of Public Works (DPW) plans to use JOC for repair and refurbishment of roadways and bridges. DPW projects often use federal funds which must be administered in accordance with the Caltrans Local Assistance Procedures Manual and Local Program Guidelines and must incorporate the latest UDBE requirements.

2.4 While the County cannot guarantee an annual dollar amount to be executed through the JOC system, the following estimates are provided. From July 1, 2010 to June 30, 2011 the Department of Facility Services (DFS) anticipates from 2 to 10 projects with an estimated total value of \$200,000 and the Department of Public Works (DPW) anticipates 4 to 8 projects with an estimated value of \$500,000 that would be appropriate for JOC. If the JOC System performs as desired, more projects and funding would follow in succeeding years.

3.0 RFP SCHEDULE

The following represents the tentative schedule for this RFP. All dates are subject to change.

RFP Published	January 6, 2010
Last Day for Questions	January 19, 2010
Proposals Due	January 26, 2010 not later than 5:00 p.m.
Proposal Evaluation by Review Team	January 28 through February 11, 2010
Interviews of Short-Listed Firms (optional)	February 18, 2010
Award Recommendation	March 16, 2010
Contract Execution/Work Commences	April 1, 2010

4.0 SCOPE OF WORK

4.1 The JOC system provider (Consultant) shall develop and maintain a Catalog or Unit Price Book that contains individual construction tasks for all aspects for general conditions, maintenance, repair and construction of facilities, roads, parking lots, and other construction-related components used by the County. The Consultant shall further provide training and support to the County personnel and contractors for the implementation and success of the JOC system. This system would be used for work potentially at any County-owned facility, County-leased facility, or County infrastructure project as required by DFS or DPW.

4.2 Consultant shall provide experienced staff that will be responsible for the JOC development, implementation and execution. This staff shall work directly with the County and will be available to assist the County with any JOC related issues.

4.3 Consultant shall provide experienced staff that will be responsible for the development and implementation of a transition plan to enable the County to transition from the current IFB program to the Consultant's program.

4.4 Consultant shall be responsible for the development of JOC documents including a unit price book, performance-based specifications, contract terms and conditions, and bid documents for each department, based on the specific needs unique to each department.

4.5 Consultant must currently have and manage an internet-based, automated JOC type proposal system, which is capable of generating the JOC documents including contract cost proposals, cost estimates and other management reports and forms. The system must utilize secure user logins that control access to all of the system's features. The system must manage each department independent of other departments but have the ability to view and report on all departments in real time. The system shall enable the County's contractors to generate electronic versions of their cost proposals (and other associated data) for submission to the County. The system shall enable County-generated independent cost estimates, detailed scopes of work, review and validation of cost proposals (and other tasks associated with issuing work orders) ELECTRONICALLY. The use of the electronic data is intended to be a time and cost savings tool for all parties within this program. In addition, the system shall allow the County and the contractors to perform a variety of project management tasks electronically. The system shall include the ability to generate management reports for use by the Consultant, the County and participating contractors. The system shall include technical support that assists the County in execution procedures, troubleshooting, implementation, and continuous system monitoring. Technical support is considered to be on-going management support for the operational system.

4.6 Consultant shall be responsible for providing access to the system for both County and JOC contractors. There shall be no restrictions on the number of County or JOC contractor users on the system.

4.7 Consultant shall be responsible for testing/debugging the system under actual field conditions prior to the implementation of JOC at any County or contractor site.

4.8 Consultant shall be responsible for conducting the activities necessary for establishing the structure of the County of Placer JOC program, informing County staff as well as the contracting community about JOC, assisting with contract award to the successful JOC contractors and assisting with development of the execution procedures that the County will use in executing the JOC concept. Specific services shall include:

- Develop the JOC Program structure/proposal strategy
- Prepare and conduct pre-bid meetings
- Prepare and conduct an external contractor outreach program
- Coordinate, develop and implement the JOC execution procedures

4.9 Consultant shall be responsible for furnishing a comprehensive JOC training program. Training is essential to ensure that the JOC system functions properly. The Consultant must develop and conduct initial and on-going specialized training courses for purchasing staff, administrative staff, engineers, field staff, and the County contractors. System training will include: JOC execution, implementing procedures, system training, post-implementation follow-up, and refreshers as needed. All training is to be "hands on" at the individual County office or contractor's office, with functional use and competent individual performance as the training outcome.

4.10 Consultant's staff will assist in the execution of the contracts by assisting County staff to develop the Work Orders. Consultant's staff will attend and monitor initial site visits, proposal development and negotiation sessions. During the duration of each JOC contract, the Consultant shall provide on-site service to both the County and the contractors as needed to ensure that the implementation phase of the JOC program is completed successfully.

4.11 Consultant shall be responsible for providing comprehensive JOC support to the County for the duration of the County's contract with the JOC Consultant. Consultant shall also monitor the overall program and prepare any status reports required by the County.

5.0 PROPOSAL FORMAT

Each response to this RFP shall include the information described in this section. Failure 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.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Use section dividers, tabbed in accordance with Section 5.2. All proposals shall contain the following elements, and in the order given:

5.1 Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box)
- Type of organization of firm (partnership, corporation, etc.)
- Contact person including telephone number, fax number, e-mail address, and physical mailing address;
- A statement that the submitting firm will perform the services as described in the Scope of Work.
- 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.
- The County reserves the right to make an award without further discussion of the Proposal with the Consultant. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose, and must adhere to the following signatory requirements:

Signatory Requirements: In order to receive consideration, 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 Consultant to adhere to the provisions described in this RFP and a commitment to enter into a binding contract. Submittals shall be signed by one of the following representatives:

- If the respondent is a partnership, submittal 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-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- If the respondent is a corporation, the submittal 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.
- If the respondent is an individual doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.

5.2 A comprehensive Table of Contents shall precede the tabbed sections of the proposal and shall identify the information included in each of the following tabbed sections. The tabbed sections' contents shall be:

Tab A: Executive Summary

Provide a brief narrative of the firm's approach to the project, providing an overview to the details identified in the Scope of Work.

TAB B: Capabilities of Firm

Describe the firm's organization structure, its constituent parts, and size variation in staff in the past 5 years. Include an organizational chart of the firm.

Provide a summary of the firm's experience developing and implementing JOC systems of similar size and scope, including the date range and a brief description of each project. Outline the complexities of each project and your firm's approach to the project.

Provide project references (minimum of three to a maximum of five) for similar projects including date of project, contact person and phone number. The County strongly prefers project references that have worked directly with proposed staff.

Tab C: Proposed Staff

Identify specific staff members to be assigned to this contract and a table showing the percentage of time key staff members are available during the course of this project (April 2010 – June 2011).

Provide a brief summary of the qualifications/experience of each team member, including length of service with the firm and a brief resume.

TAB D: JOC System Development, Implementation and Operations Plan

Using the details in Section 4.0 - Scope of Work, provide an outline of your firm's plan to develop, implement and operate Placer County's JOC System, and include any special services your firm offers to meet Placer County's need for a timely completion and overall success of this project. Include a proposed schedule for implementation, with milestones and duration of tasks, from the start of this contract on April 1, 2010 through the first Job Order Contract award between July 1, 2010 and September 30, 2010. Provide a separate proposed schedule for a sample subsequent Job Order Contract from requisition through contract award. Include a description of the process from the County staff and County's contractors' points of view, including project advertisement, selection of contractors, establishment of catalogs, issue of Job Orders, change order processes and all other relevant information to describe the system.

Illustrate to the County how your firm will provide best value to the County by streamlining project planning, estimating, bidding, awarding, and project management.

TAB E: Cost Proposal

Present your comprehensive cost proposal for the initial 15 month contract outlined in the scope of work and your proposal. Clearly show all costs to the County and to Contractors who wish to use the system. Also project costs for the four one-year renewal periods and indicate

whether these cost proposals are firm or estimated. The County would prefer to apportion payment to the Consultant from each project that is run through JOC.

Tab F: Exceptions

List any exceptions to any requirement, term or condition of this RFP or to the draft contract at Attachment 1. The County reserves the right to negotiate exceptions with highly ranked proposers or may, after consulting with the proposer, determine that a particular exception makes the proposal non-responsive.

6.0 Proposal Submittal Instructions

- 6.1 One (1) original and five (5) copies of the proposal shall be received not later than the time and date indicated on the cover page of this RFP. Proposals must be submitted to the Administrative Services Department, Procurement Services Division, 2964 Richardson Drive, Auburn, CA 95603-2640. Faxed and/or emailed proposals shall not be accepted.
- 6.2 Late proposals shall not be accepted or considered; there shall be no mitigating circumstances. The County shall not be responsible for proposals delivered to a person or location other than that specified in this RFP.
- 6.3 All proposals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and the title "Job Order Contracting System", as well as the proposing firm's name and address.
- 6.4 All proposals, whether selected or rejected, shall become the property of the County.
- 6.5 All costs associated with proposal preparation shall be borne by the Proposers.
- 6.6 In any request or decision involving a proposal mistake, correction or withdrawal, Procurement Division staff will consult with County Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous proposals before or after proposal opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.
- 6.7 Mistakes in proposals detected prior to proposal opening may be corrected or withdrawn by the Consultant with a written request received by the Procurement Division prior to the date and time designated for opening of proposals. The written request must be signed by the same person who signed the original proposal, and shall be sealed, time-stamped and deposited in the same manner as the original proposal. Oral, faxed, emailed or telegraphic corrections or withdrawals shall not be permitted.

7.0 EVALUATION CRITERIA

The following criteria and rating schedule will be used to determine the most highly qualified firm(s) for this project:

<u>Evaluation Criteria</u>	<u>Points Possible</u>
A. Overall Approach to Project (Tab A)	5
B. Capabilities of Firm (Tab B)	
1) Qualifications and Experience with similar JOC projects	15
2) Results of Reference Check	10
C. Proposed Staff (Tab C)	
1) Quality and experience of staff proposed for this project and proposed manpower allocated to each work task	10
2) Staff availability	5
D. JOC System Development, Implementation and Operations Plan (Tab D)	30
E. Cost Proposal (Tab E)	25
Total Possible Points	<u>100</u>

Reference checks will only be performed and scored on the top scoring proposers as determined by the Evaluation Committee.

Placer County local vendor preference will not be considered for this Request for Proposals.

8.0 SELECTION PROCEDURE

- 8.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal(s) may be invited for interviews.
- 8.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

- 8.3 The County reserves the right to award a contract to the firm that presents the best qualifications and whose proposal best accomplishes the desired results.
- 8.4 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(s). 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.

9.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team shall not be made without the prior written approval of the County.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **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 Attachment 1. Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly described in Tab F of your proposal. Proposers are cautioned that the nature and scope of your proposed exceptions may affect the evaluation of your submittal, with regard to the perceived ability to successfully award a contract to your firm/individual.
- 10.2 **Independent Consultant.** At all times the Consultant shall represent himself/herself to be an independent Consultant 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.
- 10.3 **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.
- 10.4 **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 divulgance of such fact to the County.
- 10.5 **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 Consultant and the associated sub-Consultants.
- 10.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment 1**.

10.7 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or Consultant 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.

SAMPLE CONTRACT

Administering Agency: Placer County Procurement Services Division

Contract No. _____

Contract Description: Job Order Contract System

THIS AGREEMENT is made at Auburn, California, as of _____, 20____, by and between the County of Placer, ("County"), and _____ ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in **Exhibit A**. Consultant shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Consultant agrees to protect, defend, and indemnify County in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Consultant shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Consultant's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subConsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*

17. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

18. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

19. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.

22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Procurement Services Division

Attn: Jim Boggan
Purchasing Manager
2964 Richardson Drive
Auburn, CA 95603

Phone: 530-889-4258
Fax: 530-889-4274

CONSULTANT:

Attn:

Phone:
Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name/Title: Jim Boggan / Purchasing Manager

Approved As to Form – County Counsel:

By: _____

CONSULTANT - _____ *

By: _____

Name: _____

Title: President/Vice President

By: _____

Name: _____

Title: Secretary

**If Consultant 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 officers to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A

The scope of services shall include Placer County Request for Proposals No. 9964 and the Consultant's proposal in response to RFP 9964.

EXHIBIT B

Maximum Limit & Fee Schedule

Per accepted proposal

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Invoices shall be submitted to the Department executing each individual Job Order Contract. The department shall provide invoicing instructions. Payments shall be made on a net 30 basis or as accepted in the Consultant's proposal.

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

No equipment or facilities shall be provided or made available by County.

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT 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 to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'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 CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY 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 CONSULTANT'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 changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

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

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT 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
 - Two million dollars (\$2,000,000) 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:

CONSULTANT 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
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, 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 Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. **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 shall include owned, non-owned, and hired automobiles/trucks.

7. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub Consultant in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.



COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
CLARK L. MOOTS
Director of Administrative Services
Procurement Services Division
2964 Richardson Drive, Auburn, CA 95603
Phone: 530-889-7776 Fax: 530-889-4274

January 8, 2010

RFP No. 9964
Job Order Contracting System

Addendum No. 1

1. Purpose:

This addendum adds Placer County Information Security requirements for Application Service Providers (ASPs) and adds response requirements that detail electronic security of the proposed electronic, automated JOC type proposal system described in Section 4.5 of the RFP.

Responses to this Addendum shall be included as a separate section of Tab B: "Capabilities of Firm."

Requirements of this addendum shall be evaluated as a pass/fail item. Proposals that do not demonstrate adequate electronic security, in the sole opinion of the Placer County Information Technology Division, for the proposed electronic, automated JOC type proposal system may be eliminated from further consideration.

2. Requirements of the Application Service Provider:

Definition of Application Service Provider (ASP): ASPs combine hosted software, hardware and networking technologies to offer a service-based application, as opposed to a Placer County-owned and operated application. The Job Order Contracting Consultant as defined in RFP 9964 meets Placer County's definition of an ASP.

The Placer County Information Technology Division (County IT) of Placer County's Administrative Services Department sets the minimum security requirements for Application Service Providers (ASP). The ASP must demonstrate compliance with these Standards in order to be considered for use. The ASP engagement process includes an evaluation of security requirements by County IT or its agents.

County IT may change the requirements over time in response to perceived security threats, and the ASP is expected to comply with these changes.

3. Responding to These Standards:

County IT requires explicitly detailed, technical responses to the following statements and questions. Proposers shall format their responses directly beneath the Standards (both questions and requirements) listed below. In addition, please include any security whitepapers, technical documents, or policies that you may have.

Answers to each Guideline should be specific and avoid generalities, e.g.:

Examples:

Bad: "We have hardened our hosts against attack."

Good: "We have applied all security patches for Windows 2000 as of 8/31/2004 to our servers. Our Administrator is tasked with keeping up-to-date on current vulnerabilities that may affect our environment, and our policy is to apply new patches during our maintenance period (2300hrs, Saturday) every week. Critical updates are implemented within 24 hours. A complete list of applied patches is available to Placer County."

Bad: "We use encryption."

Good: "All communications between our site and Placer County will be protected by IPSec ESP Tunnel mode using 168-bit TripleDES encryption, SHA-1 authentication. We exchange authentication material via either out-of-band shared secret, or PKI certificates."

4. Standards and Responses

4.1 General Security

- a. The County reserves the right to periodically audit the ASP application infrastructure to ensure compliance with the ASP Policy and these Standards. Non-intrusive network audits (basic port scans, etc.) may be done randomly, without prior notice. More intrusive network and physical audits may be conducted on site with 24 hours notice either by the County or a County contracted third party.
- b. Provide an architecture document that includes a full network diagram of the ASP Application Environment, illustrating the relationship between the environment and any other relevant networks, with a full data flowchart that details where Placer County data resides, the applications that manipulate it, and the security thereof.
- c. The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified. Describe your ability to accomplish this.

4.2 Physical Security

- a. The equipment hosting the application for the County must be located in a physically secure facility, which requires badge access at a minimum. Describe your facility's and equipment's physical security.
- b. The infrastructure (hosts, network equipment, etc.) hosting the County application must be located in a locked cage-type environment. Describe your equipment environment.

- c. Physical access to infrastructure that hosts County applications must be restricted and controlled. Describe your restriction and control process.
- d. Provide a list of your personnel that will have access to the environment hosting the application for the County.
- e. Describe your ASP background check procedures and results.

4.3 Network Security

- a. Provide a written description of how the network hosting the application is air-gapped from any other network or customer that the ASP may have.
- b. Provide a written description of how data will flow between the ASP and the County with the following considerations:
 - If the County will be connecting to the ASP 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, on the other hand, the data between the County and the ASP will go over a public network such as the Internet, appropriate firewalling technology must be deployed by the ASP, and the traffic between the County and the ASP must be protected and authenticated by cryptographic technology (See Cryptography below).

4.4 Host Security

- a. Provide a written description of how and to what extent the hosts (Unix, NT, etc.) comprising the County application infrastructure have been hardened against attack. If the ASP has hardening documentation for the host containing the County application, provide that as well.
- b. Provide a listing of current patches on hosts, including host OS patches, web servers, databases, and any other material application.
- c. Describe how and when security patches will be applied. Include information on how you keep up on security vulnerabilities, and the policy for applying security patches.
- d. Provide a written description of your processes for monitoring the integrity and availability of hosts.
- e. Provide written information on your password policy for the County application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
- f. Provide a written description of user authentication methods.
- g. Provide written information on the account generation, maintenance and termination process, for both maintenance as well as user accounts. Include information as to how

an account is created, how account information is transmitted back to the user, and how accounts are terminated when no longer needed.

4.5 Web Security

- a. Provide a written description of where the application uses Java, Javascript, ActiveX, PHP or ASP (active server page) technology.
- b. List programming languages the application is written in. (C, Perl, Python, VBScript, etc.)
- c. Provide a written description of the security Quality Assurance testing processes for the application. For example, testing of authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture must be described.
- d. Provide a written description of how web code review for the discovery and remediation of security vulnerabilities was accomplished. The description must include who did the review, what the results were, and what remediation activity took place. If this activity has not been accomplished, state when this activity is planned.

4.6 Cryptography

- a. The ASP application infrastructure cannot utilize any "homegrown" cryptography – any symmetric, asymmetric or hashing algorithm utilized by the County application infrastructure must utilize algorithms that have been published and evaluated by the general cryptographic community. Comment:
- b. Encryption algorithms must be of sufficient strength to equate to 168-bit TripleDES. Comment:
- c. Preferred hashing functions are SHA-1 and MD-5. Comment:
- d. Connections to the ASP utilizing the Internet must be protected using any of the following cryptographic technologies: IPSec, SSL, SSH/SCP, PGP. Comment:
- e. If the County application infrastructure requires PKI, please contact Jim Boggan (jboggan@placer.ca.gov) for additional guidance.

The deadline for submitting proposals will remain: **January 26, 2010 – not later than 5:00 p.m.**

With the exception of the above noted items, all other requirements, terms, and conditions of this RFP remain in full force and effect.

Direct all questions regarding this RFP to: Jim Boggan
Placer County Procurement Services
Email: jboggan@placer.ca.gov
Phone: 530-889-4258