COUNTY OF BUTTE

REQUEST FOR PROPOSALS

SECURITY GUARD SERVICES

RFP 95-12

Online Procurement and Bid Solicitations Services

By

Butte County Department of Employment & Social Services

DATE OF PUBLICATION: April 19, 2012

Butte County Department of Employment & Social Services
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PROPOSAL DUE DATE: THURSDAY 4 PM MAY 10, 2012

COUNTY OF BUTTE
REQUEST FOR PROPOSALS – SECURITY GUARD SERVICES
Butte County Department of Employment & Social Services
Oroville, California

INTRODUCTION

Butte County is soliciting written proposals to establish one (1) or more agreements under which the successful bidder(s) will provide Security Services for the Department of Employment and Social Services (DESS) at the following locations. Bidder(s) shall provide all labor, materials, licenses, taxes and insurances, etceteras as necessary to provide these services.

- Chico Community Employment Center - 2445 Carmichael Ave., Chico, CA.
- Oroville Community Employment Center – 78 Table Mountain Blvd., Oroville, CA.
- Administrative Building – 202 Mira Loma Dr., Oroville, CA (As requested)
- Records Mail & Supply Unit, Adoptions Unit & CalFresh Unit - 205 Mira Loma Dr., Oroville, CA (As requested)

The intent of this solicitation is to establish agreement(s) for security services to be provided for Employment & Social Service locations in the approximate maximum aggregate amount of $250,000 for the first year with an option for up to a 2% increase or CPI for the Western Region, whichever is less for the second and third year. The County makes no guarantee of any minimum monthly or annual amount of services purchased.

The successful contractor will be a business licensed to conduct business in the County of Butte, City of Oroville, City of Chico, and has the ability to perform security services under the bid's Terms and Conditions.

The County of Butte intends to award one (1) or more agreements to a firm or firms that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected contractor.

SCOPE OF SERVICES

Provide security for the DESS Community Employment Center at **2445 Carmichael St. Chico**, California. The location is a single story concrete commercial/business/office structure, approximately 60,000 square feet.

Security staff levels in Chico shall be maintained at a minimum of 2 persons at all times. A minimum of 2 security staff shall be on site and support DESS operations each regularly scheduled work day between the hours of 7:30AM and 5:30PM Monday through Friday.

Provide security at The Community Employment Center at **78 Table Mountain Blvd. Oroville**. This location is a single story concrete commercial/business/office structure and is approximately 80,000 square feet.

Security staff levels at 78 Table Mountain Blvd., Oroville shall be maintained at a minimum of 3 persons at all times in the Oroville CEC. No less than minimum levels of security staff shall be on site and support DESS operations each regularly scheduled work day between the hours of 7:30AM and 5:30PM Monday through Friday.

Security staff shall comply with all laws and government ordinances and adhere to Departmental and County policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporter requirements etc. Contract security staff may attend Department and/or County trainings as required. Examples of training sessions would include training on Cultural Diversity, Civil Rights, and Customer Service. They will be required to interface with a wide variety of social, economic, and cultural situations. Bi-lingual (Spanish or Hmong) speaking would be a plus.

1. Communications Security staff shall have the ability to communicate with one another immediately and to respond when and where needed. The ability to communicate with and a good rapport with local law enforcement is required. They shall monitor an existing "panic button" alarm system and shall provide immediate and priority response to these calls. A typical scenario would be for one security person to monitor the personal security station while another security person would be making rounds on the floor, observing parking, and/or present in the lobby.

2. Staffing and Patrol The provider shall conduct regular and routine sweeps of the building and occasional observation of the client parking area. Security personnel shall be certified with all appropriate state of California requirements, shall be unarmed (No fire arms or chemical weapons) but shall be knowledgeable in proper tactics to control persons and situations and/or restrain as appropriate. The provider shall comply with, agree to routine county contractual specifications, and meet all applicable insurance and bonding requirements.

The provider will assist building staff and clients during building evacuations or emergency situations. Assistance could include directing vehicular traffic and close interface with law enforcement. Security staff will follow directions of the on-site Assistant Director or their designee.

3. Training Security staff shall comply with all laws and government ordinances and adhere to Departmental and County policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporter requirements etc. Contract security staff may attend Department and/or County trainings as required. Examples of training sessions would include training on Cultural Diversity, Civil Rights, and Customer Service. They shall be required to interface with a wide variety of social, economic, and cultural situations. Bi-lingual (Spanish or Hmong) speaking would be a plus.

The successful provider shall demonstrate a strong history of private security experience. References and experience in governmental Social Services environments is preferred. Weighted criteria includes appropriate communications equipment, professional appearance (may include shirt and tie, blazer and/or uniform,) tenure of staff, training, nexus, and support infrastructure. CPR and/or first aid training is a plus. Contract security staff shall not smoke while on duty.

TERM

The term of this Agreement shall be for a period of three years commencing date of contract execution with the option to renew for two (2) additional one (1) year periods upon written consent by both parties.

CONTRACTOR QUALIFICATIONS

The successful contractor will be licensed by the State of California as a private security operator. The successful contractor will provide location of their command center/dispatch center. The successful contractor will indicate in their proposal and ability to respond to locations should scheduled number of guards not be on site.

The successful contractor will have a minimum of (2) two years experience providing security services. The Contractor will maintain a manned operations/dispatch center with radio communications to assigned guards during all times guards are on duty. Provide a supervisor on immediate standby to respond to calls for assistance or inquiries from guards. The supervisor may also act in the capacity of an assigned security guard.

BUSINESS REFERENCES

The successful contractor will provide their client list for the past (5) five years with information requested in the table below. A MINIMUM of 5 professional, business references to provided. Information will include: Business name, contact person, phone number, address, email, and nature of professional relationship. Failure to provide a list of at least five (5) customers/professional references may be cause for rejection of this RFP.

The successful contractor will provide financial statements for (3) three years which will indicate financial stability of the company.

Name of Client	Years of Service	Name of Reference Contact/Relationship	Contact Information-Address and valid phone number

SECURITY GUARD QUALIFICATIONS

Qualities that successful contractor employees will have:

Five Year Minimum for any and all candidates	High School Diploma or Source of GED	Certifications (Refer to LICENSES/CERTIFICATES section)	Fluent Languages	Date of most recent Background Check*	Years in Security	Years with Company

**Must include the type and source of background checks for employees.*

Contractor employees will **NOT** have:

1. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity.

2. Any conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7© or any violent felony which is listed in Penal Code section 667.5(c).

3. Any conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor.

4. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity).

5. Outstanding bench warrant.

6. Failure to appear in court within six (6) months.
7. Felony drunk driving; felony false imprisonment; felony hit and run; kidnapping; terrorist threat; bribery; extortion; and perjury.

BACKGROUND CHECKS

One (1) week prior to commencement of Contract, the successful contractor will provide DESS with reports of backgrounds investigations including fingerprinting, of those security guards assigned to DESS locations.

Contractor will also provide DESS reports of background investigations including fingerprinting, of all current and new employees to be considered for assignment to DESS one week prior to commencement of their assignment.

The successful bidder must provide evidence that every security guard assigned to DESS's facilities have been subject to a background check that discloses no arrests or convictions for crimes against other persons or entities.

The DESS reserves the right to review background investigations of those security guards to be considered for assignment and to reject any security guard regardless of the background investigation. The Point of Contact or their Designee for DESS reserves the right to interview any security guard to be considered for assignment at DESS locations.

LICENSES/CERTIFICATES

The successful contractor shall provide evidence of certification of those security guards assigned to DESS locations issued by the State of California qualifying said security guard to perform the required security services.

Successful contractor will provide evidence of the successful completion of First Aid and CPR training for those security guards assigned, or to be assigned to DESS locations.

Successful contractor will provide evidence of the successful completion of CPI-Crisis Prevention Intervention (or similarly related) techniques class to defuse crisis/agitated situations.

EDUCATIONAL/TRAINING REQUIREMENTS

The successful contractor will provide training equal to or above the requirements below to all security guards:

1. Contractor will obtain and maintain certification with the State of California as a business and for each security guard.

2. Contractor will have guards participate in and attend DESS training for Sexual Harassment, Civil Rights, Customer Service, Cultural Diversity, Mandated Reporter, and other topics deemed beneficial by DESS and Contractor.

3. In the event that Contractor is not immediately able to comply with licenses for all staff, negotiation of time limit is open for discussion. The intent will be for all guards to complete training as stipulated by DESS.

4. Contractor and all security guards will comply with all the laws and government ordinances and adhere to DESS and Butte County policy, guidelines and regulations regarding confidentiality, civil rights and mandated reporter requirements, etc.

5. The successful contractor will demonstrate a strong history of private security experience. References and experience with government agencies and/or Social Services agencies is preferred.

TRAINING DOCUMENTATION

The successful contractor will provide documentation as cited below for all employees:

1. Contractor will maintain training records for each employee. Training records shall document all training received, employee's qualifications, permits, and certificates of completion. Such records will be made available to DESS for inspection within 15 days of request.

2. Contractor will assure that each security guard receives eight hours of annual practice and review required by subdivision (f) (1) of the State of California Business and Professions Code Section 7583.6.

3. Guards shall be trained in basic duties at the assigned facility before assuming any post. Such training shall include, but not be limited to, fundamentals of security and safety, building security, human relations and conflict management, crowd control, laws of arrest and who/when to call for backup or assistance, emergency evacuation plans and procedures, use of any special equipment, e.g. metal detector, X-ray machine, radios, etc., and all security, fire and life safety systems at the site, locking and unlocking procedures, location of all DESS offices and proper use of DESS telephone equipment.

4. Contractor will be responsible to perform a physical inspection of the sites with the designated Points of Contact upon award of contract. Contractor will coordinate with the Points of Contact to establish a written set of instructions for guards at each location.

PROFESSIONAL APPEARANCE AND CONDUCT

The successful contractor will provide appropriate uniforms and ensure that employees are dressed within the standards identified:

1. The uniform for guards will be trousers, shirt, or blouse with tie, etc. as approved by DESS. "Police style" uniforms will not be allowed.

2. The DESS Point of Contact or their Designee may request security guards to wear a blazer that would be purchased by DESS.

3. Guards shall be attired in a clean, neat appearing, well-fitted uniform bearing Contractor's identification insignia, and shoes shall be shined and well maintained.

4. Contractor shall furnish uniforms, special clothing, equipment, insignias, badges, and nametags at no cost to DESS.

5. Non-standard articles of clothing may not be worn with the guard uniform.

6. Worn, frayed, stained, or torn uniforms shall be immediately replaced.

7. Contractor will provide a written statement of the grooming standards to which the guards will comply.

8. Contractor will ensure that guards/employees wear nametags and/or identification cards with picture. Contractor will provide the nametags at its expense. DESS will provide identification cards, which provide building access. Contractor will ensure that all employees wear nametags and identification cards visibly and worn properly.

9. Contractor will train guards to provide security services as well as good customer service. A positive image is to be portrayed by guards in their appearance, attitude, courtesy, and job knowledge and is influential in creating such an image. No smoking, reading unauthorized material, eating, chewing of gum or tobacco, or grooming will be permitted while guards are on duty or in public view. No personal telephone calls will be

permitted except in an emergency, and guards may not engage in non-business conversations or fraternize with members of the public or DESS employees while on duty.

WEAPONS AND USE OF FORCE

The successful contractor will ensure that all guards are aware of the following points with regard to how guards handle situations within the DESS building sites:

1. The use of weapons and/or force by guards assigned to any DESS site is strictly prohibited. Possession of weapons by guards on the site shall be grounds for immediate and permanent removal of the guard from DESS facilities, and repeated offenses may be grounds for termination of the contract. The use of force by a guard beyond that necessary for self-defense and/or the safety of others shall also be grounds for removal of the guard.

2. Guards shall have normal concern for their own physical safety and should take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against either themselves or other persons in the area. However, if threatened, guards may take all reasonable steps necessary to protect themselves and others from injury or harm.

3. Contractor will assume full liability for any use of force by its employees and any other activities not within the best interests of DESS.

4. At DESS's option and with permission of the Point of Contact or their Designee, guards who have been trained in its use may carry pepper spray.

ARREST/DETAINMENT

DESS prohibits the use of arrest powers by Contractor's employees. When necessary, the proper appropriate law enforcement shall be summoned. Contractor's employees except as absolutely necessary for self-defense or protection of others in immediate danger shall use no force. Contractor's employees shall always be cooperative with authorized emergency personnel, and shall assist emergency personnel as appropriate. Contractor's employees shall surrender their authority to emergency personnel. Contract guard powers of arrest are no greater than those of a private citizen. Contractor shall assume full liability for any of its employees in the exercise of any police authority.

COMMUNICATIONS

The successful contractor will provide and ensure that communication requirements are met as follows:

1. Contractor shall furnish portable radios/cellular phones/devices to guards to provide a means for immediate communications with Contractor's operations/dispatch center. In addition, Contractor shall establish a method, (e.g. radio, cellular phone) whereby Point of Contact or their Designee, may immediately contact guard when on duty.

2. Where necessary, DESS will provide a telephone for use by the guard to summon assistance or conduct other official business in connection with the performance of duties.

SUPERVISION

1. Contractor shall provide supervision of guards including a minimum of two unscheduled visits to each site weekly. One way to meet this requirement is to schedule a supervisor to work on site who also serves as a security guard. Visits shall be noted in the Activity Log maintained at each site.

2. Contractor's supervisory personnel shall be available to immediately respond to a guard's request for advice or assistance at all times the guard is on duty.

DISQUALIFICATION OF GUARD PERSONNEL

1. Disqualification of guard personnel will occur if a guard is found in violation of the terms of conduct required by DESS. The arrest and/or conviction for any crime may be cause for reassignment of any of Contractor's employees upon request by DESS.

2. DESS reserves the right to require Contractor to remove any security personnel from duty and have them replaced when a guard's continued employment is deemed by DESS to be contrary to the public interest or inconsistent with the best interests of the DESS.

3. DESS reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a guard is removed from a DESS site at the request of DESS the guard/ employee will not be reassigned to any other DESS site without first receiving written approval from the Point of Contact or their Designee allowing the guard to continue providing services for DESS.

PERFORMANCE EVALUATION MEETINGS

A representative(s) will meet with the Point of Contact or their Designee for DESS on a monthly basis during the first two months of the contract. Thereafter, meetings will be as often as necessary at the discretion of DESS Point of Contact or their Designee, but not less than quarterly. A mutual effort will be made to resolve all problems identified during the meetings. A written report of the meeting, prepared by Contractor's representative, shall be submitted to the DESS Point of Contact or their Designee.

DUTIES TO BE PERFORMED

Typical duties of guards will include, but not be limited to, the following:

1. Monitor and respond to an alert on the panic alarm panel system located within each building security communication center. A DESS employee in a corresponding work area triggers said assistance notification panel when they feel threatened.

2. Respond to phone calls from DESS staff requesting assistance.

3. Guards will provide a visible presence in reception areas of DESS buildings.

4. Guards will provide standby security service when requested. When a customer with a history of disruptive behavior is to be seen for an interview a request may be made to have the interview monitored by having the guard standing in proximity of the interview location.

5. Standing by in the lobby, until all customers have completed their business to allow them to exit through the doors that are locked at the close of public business hours (5:00 pm).

6. A daily activity report for each site (Chico and Oroville) shall be provided to the identified DESS Point of Contact or their Designee.

7. Assist staff members in defusing arguments or disturbances with the public, whether it is inside and/or outside the DESS building. Threatening situations shall immediately be reported to 911 and the facility site liaison.

8. Should a situation occur that is extra-ordinary an incident report shall be prepared and provided to the identified DESS liaison. Incident reports may also be requested concerning a situation by the DESS liaison. Incident reports to include specifics of the facts surrounding the incident and actions taken. Report to include officer identification and time lines.

9. Guards may provide an escort when requested by DESS staff for customers and visitors within the building.

10. Guards may provide an escort when requested by DESS employees going to their car at the end of the day.

11. Guards will perform exterior check of the building sites and parking areas during the day, and again at the end of the day. Validate doors are secure at that time and report to the Point of Contact or their Designee any identified issues.

12. Guards will provide morning and end of the day exterior check to include a visual check of DESS vehicles for damage or windows not rolled up.

13. All guards assigned to perform under the agreement are to attend Federal, State and County mandated training as required by DESS and to certify in writing same as required by DESS.

14. Additional duties to be assigned to the officer(s) on an as needed basis such as, but not limited to, taking part in evacuation drills, monitoring crowds, monitoring broken doors, providing direction information to visitors, etc.

15. Guards will enforce facility policies, i.e. tobacco free and no weapon policies.

16. Guards will interact in a professional and courteous manner with the public.

17. Guards will be trained on the operation of telephones, transmitter/receiver radios, cameras, and automated security system equipment, i.e. Issue ID cards using DESS Cardlock System.

18. Guards will respond to requests by Point of Contact or their Designee.

19. Guards will regard all DESS/client relationships as confidential.

20. Guards will not participate in media interviews or make public statements about activities or policies of DESS or Contractor's company and services provided.

21. There may be occasions, when DESS staff will request that a security guard deny access of a specific individual into a DESS site. This individual may be a former employee, current employee, family member, or client who may have threatened a DESS employee, or may have exhibited a potential of behaving in a violent or aggressive manner. In situations of this nature, guards will:

    a. Use extreme caution if guard observes this individual (or any individual exhibiting behavior that is or could be, violent or abusive) and shall notify the proper authorities immediately.
    b. Guard will act according to instructions and training from his/her supervisor when dealing with potentially violent individuals.

22. **Security shall maintain a visual presence at DESS facilities, while performing other established duties. Should questions or conflicts arise in performing said duties, they will be brought to the attention of the DESS Point of Contact or their Designee.**

COUNTY APPROVED HOLIDAYS

Contractor will not need to schedule guards on dates offices are closed. The successful bidder will be provided with a CURRENT list at the time the contract is awarded.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are

acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. County Contact Person:

Submit one signed, unbound original and four (4) complete copies of the submittal to:

Attn: Abigail Henderson, Program Manager – Social Services Administration
Butte County Department of Employment & Social Services
202 Mira Loma Drive
Oroville, CA 95965-1649

This person will serve as the County's contact person for this project who will also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Contractor Capabilities

Section 3 shall be a maximum of six pages (not including resumes) entitled "Contractor Capabilities", and shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

a. Background and Experience. In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the firm's demonstrated experience providing security guard services for governmental entities.

b. Key Personnel. Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.

c. Scheduling. Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

4. Firm's Experience Summary

Section 4 shall be a maximum of eight pages entitled "Firm's Experience Summary" (please limit to three (3) projects), and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project.

The successful contractor will provide their client list for the past (5) five years. A MINIMUM of 5 professional, business references to provided. Information will include: Business name, contact person, phone number, address, email, and nature of professional relationship. Failure to provide a list of at least five (5) customers/professional references may be cause for rejection of this RFP. Failure to follow table format provided earlier in this document may also be cause for rejection of this RFP.

The successful contractor will provide at least (3) three years of full financial statements to satisfy committee that the company is stable.

5. Work Plan

Section 5 shall be a maximum of six pages entitled "Work Plan", and will outline how the contractor's team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project.

6. Cost

The cost portion of the proposal shall be for a firm price that identifies a breakout of the pricing for each element of the proposed project.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

SELECTION PROCESS

The selection committee may include representatives from the Department of Employment & Social Services. The criteria for selecting the contractor recommended for selection by the Board of Supervisors is provided below:

(1) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?

(2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?

(3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?

(4) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms. However in this case, proximity of the command center/dispatch is a factor in the selection process. If there is no such location in Butte County, please provide what your firm believes to be the mitigating factors to offset consideration by the Panel.

(5) Financial Stability of the Firm. Does the firm have financial strength and stability?

(6) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

COUNTY NOTICES

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.

B. Butte County reserves the right to:

1. Reject any or all submittals;
2. Request clarification of any submitted information;
3. Waive any informalities or irregularities in any qualification statement;
4. Not enter into any contract;
5. Not to select any firm;
6. Cancel this process at any time;
7. Amend this process at any time;
8. Interview firms prior to award;
9. Enter into negotiations with one or more firms;
10. To award more than one contract if it is in the best interest of the County;
11. To issue similar RFPs or RFQs in the future; or
12. To request additional information during the interview.

C. The selected firm is expected to perform and complete the project in its entirety.

D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

E. Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Contracts Manager, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.538.7261. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the General Services Director, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have know of the facts giving rise thereto or within seven working days following the debriefing.

MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the

execution of the Contract, each sheet of such information SHALL be marked by the Contractor as “proprietary information” or “trade secret.” If, after the Contract is executed, a third party requests a copy of any Contractor’s proposal and such documents contain material marked “proprietary information” or “trade secret,” the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before 4:00 p.m. on Thursday, May 10, 2012.

Exhibit A
MODEL CONTRACT

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE							
Term of This Contract (Complete Dates in Just One of the Following Three Rows)							
√ Below	**Term Begins**			**Term Completion Date**			
	On Following Date			On Following Date			
	Upon Date Notice to Proceed Received				Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by County				Calendar Days Following Execution of Contract by County		
County Department				FOB Point			
Terms		Basis of Price **(Do Not √ More Than One of the Following Four Blocks)**					
Price			Fixed Price		Annual Price		Monthly Price		Hourly Rate
Not-to-Exceed Price			√ if Reasonable Expenses are authorized in addition to Hourly Rate				
Contractor Contact Information				**County Contact Information**			
Contractor				Project Manager			
Address				Address			
City, State & ZIP				City, State & ZIP			
Telephone				Telephone			
Facsimile				Facsimile			

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment III – Terms and Conditions
Attachment I – Insurance Requirements for County Contracts
Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

Typed or Printed Name _____ Signature _____ Date _____

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

_____ Date ___
Steve Lambert, Chair
Butte County Board of Supervisors

REVIEWED FOR FISCAL CONTROL,
SUBJECT TO BUDGETARY APPROPRIATION
Contracts Division, GSD

By_____ Date ___

CONTRACTOR

_____ Date ___

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By_____ Date ___

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]

2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance

4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

1.) **General Liability**: At least $1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least $2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

2) **Automobile Liability**: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.

3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least $1,000,000 for bodily injury or disease.

4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to http://www.ambest.com/)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information in red on this sample should be removed when the Scope of Work is finalized for inclusion in the contract.]

CONTRACTOR RESPONSIBILITY

[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]

Contractor Tasks:

[There should always be contractor tasks included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]

Contractor Milestones:

[If there are certain milestones that the Contractor is required to complete (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]

Meetings:

[If there are significant meetings (such as public hearings) or periodic meetings (such as periodic progress meetings) they can be specified in this paragraph.]

Contractor Reports:

[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]

Other Contractor Deliverables:

[Other Contractor deliverables and due dates can be shown in this paragraph.]

Contractor Compensation:

[If the Contractor is to be paid on a Not-to-Exceed basis or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed based on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case, a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, departments should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. If it is not possible to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]

COUNTY RESPONSIBILITY

[If the County has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the County's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" or "may" rather than "shall" to describe the work to be performed by the County.]

Attachment III

TERMS AND CONDITIONS

1. **Scope of Work**. The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.

2. **Reimbursement**. The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager**. The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor**. Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership**. The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.

6. **Termination**. This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification**. Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements**. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.

9. **Changes to the Contract**. Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care**. County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws**. Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum**. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.