

COUNTY OF BUTTE

REQUEST FOR PROPOSALS

RFP 85-12

Online Procurement and Bid Solicitation Services
By
Butte County General Services/Contracts Division

DATE OF PUBLICATION: March 23rd, 2012

Butte County General Services
2081 2nd Street
Oroville, CA 95965-3413
(530) 538-7261
FAX (530) 538-6760

PROPOSAL DUE DATE: WEDNESDAY 3 PM APRIL 25, 2012

COUNTY OF BUTTE
REQUEST FOR PROPOSALS
Online Bid and Procurement Services
Butte County General Services/Contracts Division
Oroville, California

INTRODUCTION

The County of Butte is seeking a firm to provide Online Solicitation “Hosting” Services for the County of Butte General Services Department.

The County of Butte intends to award a contract to a firm that will meet our qualification criteria and has successfully provided services to similar agencies in the past. The successful firm will be required to enter into a contract with the County for the provision 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.

BACKGROUND

Butte County General Services/Contracts Division seeks to partner with an Online Solicitation “Hosting” Service provider to publish and receive formal and informal bids, as well as informal quotes, for commodities, services, and public construction projects. Additionally, the service will publish Requests for Proposals (RFPs) and Requests for Qualifications (RFQualies). The purpose of this service is to provide distribution of often large packages of information; capture the identity of those who download solicitations and facilitate in the process of tabulation or communication as delineated herein.

County is aware of a number of services that may or may not provide all of the breadth or depth of service of interest. In some instances, service may exceed County requirements. County shall seek to partner with the firm that most completely matches County requirements with the most cost effective solution.

SCOPE OF SERVICES

Overview. Butte County General Services is seeking a comprehensive Procurement and Bid Solicitation Service for its own use and eventually for multiple departments’ use as well. There are a total of twenty three County departments of which at least half publish solicitations on a regular basis and all departments have occasion to do so. Some departments such as the Department of General Services do so routinely and frequently. This service is expected to significantly reduce the workload to accomplish this vital task as well as provide some capabilities that County does not now possess internally. (See below in the presentation format for additional details of what must be covered and included in these sections.) The firm must be

able to encompass the following key components:

- **Web Portal:** Contractor shall create a web portal with following capabilities:
 - a. **Branding** – portal shall appear to be part of the Butte County website. The County shall have the ability to rebrand the portal as often as its primary website layout is modified.
 - b. **Staff Access** – portal shall provide functionality necessary for designated County staff to perform required management tasks as well as access for staff to use its functions.
 - c. **Respondents Access** – portal shall provide all functionality identified in this document.

- **Knowledge and Compliance:** Contractor shall be knowledgeable and comply with California Public Contract Code including California Uniform Construction Cost Accounting Act (CUCCAA)

- **Bids / Quotes Management:** Contractor shall have the ability to fully manage a solicitation in the form of an Invitation for Bids (IFBs) or Requests for Quotes (RFQs) from distribution to notice of award. Tasks shall include, but are not limited to:
 - Publication of solicitation;
 - Receiving bids and quotes;
 - Publication of addenda;
 - “Plan holder” tracking for public projects; as well as
 - Record of any and all downloads of any solicitation package,
 - Bid and/or quote tabulating; and
 - Notice of award including bid tabulations

- **Publication of Requests for Proposals (RFPs) and/or Requests for Qualifications (RFQualies):**
 - Publication of the Request
 - Record of downloads
 - Publication of Addenda to anyone who has made download
 - Receiving electronic media in response
 - Distribution of responses to Panel Members (possibly in cloud environment)
 - Collection and tabulation of final Panel score sheets

- **Supplier and Commodities Management:** Contractor shall maintain an extensive active supplier database with the ability to add County suppliers/vendors as needed. Supplier database shall be available to County and easily searchable by commodity, vendor or any other criteria.

- **Reporting/Audit Trails:** Contractor shall provide a wide variety of reporting and auditing capabilities.

- **System Integration:** Contractor shall be able to integrate with County in accordance with the requirements of our IS Department.

- **Archiving** Contractor shall have the ability to archive solicitations and results for the duration of time as required by law or County retention policies. County requires the ability to retrieve and “backup” solicitations to a County of Butte server to establish historical data if appropriate.

INQUIRY

Firms may seek **clarification or ask questions** by submitting them in writing to the County contract person shown below. Email is the preference for receipt of such inquiry. All questions must be submitted by **Tuesday, April 17, 2012 before the end of workday or 5 PM PDT**. If appropriate, an addendum will be published to any firm on our initial contact list. **HOWEVER IF YOU DOWNLOADED THIS RFP FROM THE INTERNET SITE, YOU MUST CHECK BACK FOR SUBSEQUENT COMMUNICATION REGARDING THIS SOLICITATION INCLUDING ADDENDA.** County is not responsible to provide subsequent information for downloaded solicitations. Please be diligent in this regard as information submitted that is not based on the most current information may be subject to disqualification.

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, bound original and one electronic version in disc of the submittal to:

Janet Woods, Purchasing Manager
County of Butte
General Services Department
2081 2nd Street
Oroville, CA 95965-3413
jwoods@buttecounty.net

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. Please do not contact any other County personnel during this period of open solicitation as doing so could disqualify your firm from consideration in this competition.

B. Mandatory Content and Sequence of Submittal:

Cover Letter

Cover Letter shall be a maximum two-page Cover Letter and/or introduction. At a minimum it must include the name and address (in the form of its physical location as well its internet 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 or affiliates, if any. Also, any issue or objection to the sample contract must be explicated here or it will be construed that the firm will use the form. The cover letter shall include a statement that the proposal is valid for 90 days after receipt.

Table of Contents

Table of Contents 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.

1. Contractor Capabilities

Contractor Capabilities shall include the following subsections:

- A. Description of the proposing firm's **resources, experience, and capabilities**. This should demonstrate for County the breadth and depth of your firm's ability to thrive now and in the future in a volatile and emerging technological environment.
- B. Describe your firm: **background/history, organizational structure, decision-making roles**, and why this is advantageous to County.
- C. Describe the **role and background of the design team leader**; focus on the firm's demonstrated experience in developing successful Online Bid and Procurement Service for other public entities.
- D. Provide **resumes and qualifications of key personnel**: specifically the individuals your firm would use on County's project, including any subcontractors that are considered as key personnel on this project. If subcontractor or affiliate is presented in this section, they must be so designated. Key personnel must include at least:
 - i. Design Team Leader
 - ii. Key Programmer(s)
 - iii. Account Executive
 - iv. Technical Liaison on-goingIf one individual will fill more than one of these roles, so designate. If roles are other than listed above, you must cover these requirements with the positions you present and indicate how the individuals will so cover.

2. Firm's Experience Summary

Firm's Experience Summary shall be a maximum of 6 pages (please limit to three (3) projects), and shall briefly describe related past projects with public agencies. These should be as relevant as possible. Also, you must include a complete list/portfolio of firm's client list. This will be used to assess the size and stability of the firm as well as a source from which County shall select professional references. Therefore this section must also include names and contract information for each.

3. Examples of Current Portal/Service Provision

- **Web Portal**: Provide examples of current portals that present the client's logo/appearance but are the firm's site and capability. This can be done by providing websites however; examples should be imbedded in the presentation itself. Firm may also describe how this will be handled and what acknowledgements of transition will be required as user moves from County site to hosting site.
- **Knowledge and Compliance**: Cite the regulatory compliance capability of your firm, particularly with regard to federal and California State requirements. What provision can be made for County policies and individualizing the site for County requirements such as local vendor preference? NOTE: Site must be sufficiently compliant with laws and regulations or respondent may be deemed non-responsive.

- **Bids / Quotes Management:** Provide a complete presentation of your firm’s bid/quote management capability; including but not limited to those items stated above herein. This should include emphasis on public projects – or provide a separate subsection on public project capability. County is interested in visiting sites but must also have this explicated in the presentation:
 - Publication of solicitation;
 - Receiving submission of bids and quotes;
 - Bidder Inquiries and/or publication of addenda;
 - “Plan holder” tracking for public projects; as well as
 - Record of any and all downloads of any solicitation package,
 - Bid and/or quote tabulating; and
 - Notice of award including bid tabulations

- **Publication of Requests for Proposals (RFPs) and/or Requests for Qualifications (RFQualies):** Describe your firm’s experience with this unique type of solicitation. Make a distinction between bid/quote type solicitation and this more subjective and value based requirement. How does the firm integrate their capabilities with the evaluation procedures and requirements of the County. County expects that the following will be included in the firm’s capability.
 - Publication of the Request
 - Audit record of RFP/RFQualie downloads including user account name and date/time stamp and access to these audit records by designated County staff
 - Collection of prospective respondent inquiries and notification/publication of addenda to anyone on the audit record of downloads automatically
 - Receiving and housing of electronic media in response
 - Access to submissions by Panel Members for individual and collaborative evaluation.
 - Collection and tabulation of final Panel score sheets once County has completed them

- **Supplier and Commodities Management:** Provide a description of your supplier database including the ability to include County suppliers/vendors; availability of this information including search capability; and what commodity codes firm uses.

- **Reporting/Audit Trails:** Provide examples of reports that may be available on a routine basis without customization. Provide a description of the breadth and depth of custom report capability.

- **System Integration:** Describe system capabilities for integration with external systems. Include information concerning automated importing/exporting and notification information. This section should be articulated and included in the WORK PLAN (see below) where it will be scored during the evaluation.

- **Archiving:** Provide a description of archiving capabilities; means of storing; and accessibility.

- **Vision:** Firm may use this section and a maximum of four (4) pages to describe the prospective for the future as technology, development, growth and quality allows. You must also explain in this section how expansion and upgrades will be incorporated into existing services; notification of availability, selection process for participation; training, implementation - and also, if County chooses to add existing modules to their contracted services at some future point, how will that work including training, implementation. Note: any alterations to service would require due process of approval by County.

4. Work Plan

“Work Plan” must include:

Timeline: Timeline must start with *award of contract* and include all milestones through *operational portal and service availability*. This may be presented in whatever format firm finds most convenient. However, the following items must be delineated in a summary schedule that includes at least the following items or their equivalent:

Project Element	Projected Time of Completion (Weeks from Award of Contract)	Assumptions, Contingencies or any other hinging factors to date
Scoping Meeting/Conference		
Proposed Architecture/Layout of Site		
Test Site Capability		
Projected Go Live Date		

Regulatory/Legal Compliance: Provide assurances that you are knowledgeable on the topic of compliance with all relevant laws and regulations. Articulate your policies and procedures for ensuring that your site is compliant with Federal Regulations (FAR), California Public Contract Code and California Uniform Construction Cost Accounting Act (CUCCAA). This should include staff that are responsible, their role and interaction with the site. This will be assessed once for eligibility and second compared to other submissions. Inadequate presentation in this area could deem your firm to be non-responsive.

Implementation and follow-up: Provide **1)** reporting mechanisms for both County and vendor/users; **2)** response time capability and the methodology for initial debugging during and immediately following site development; **3)** procedures for long term problem identification and resolution for both County and vendor/users. Times should include: acknowledgement and problem resolution turn-around times.

Also, provide your internal quality control policies and any error report information you monitor: complaint records, downtime records, etc. Your ability to be thorough in this will indicate to County your commitment to customer focused quality.

5. Cost

Cost must be summarized on the following table.

Cost Element	Frequency	Cost
Start-up cost to develop service requirements	One Time	
Annual Services: (List Modules to cover the services that County requested above and price individually unless all is included in one price and it is a base price for service)	Price Per Year.	
Reports if not included above and or custom reports are available at additional cost and described above	As Appropriate	

Archiving cost if not included above and or custom storage and access are available at additional cost and described above	As Appropriate	
ANY OTHER COSTS for the services presented in this proposal must be delineated here and priced accordingly (including taxes or fees of any sort)	One Time	
Start up or one time charges for adding Modules or services after initial site is launched	One Time	
Annual Service Fee for added module(s) (which would be prorated if implemented mid year):	As Appropriate	
Note: Any and all costs for the services presented must be accounted for and displayed on this summary table. Failure to do so may disqualify the proposal from further consideration. If your firm has any commentary on any of these costs or believes that the costs you portray require explanation of any sort, please do so on the page or continuation of the page on which you place this table in your proposal.		

IN ADDITION TO THE NARRATIVE OR TABULATED INFORMATION STATED ABOVE, Firm must also complete the attached checklist EXHIBIT “B” and submit it with their proposal. The purpose of this checklist is to ease analysis of these complex services for the Panel’s evaluation. Failure to complete and submit the checklist may be grounds for disqualification of proposal.

SELECTION PROCESS

The selection committee may include representatives from the Departments of General Services and Information Systems and other County departments. The criteria for selecting the contractor recommended for selection by the Board of Supervisors is provided below. **The total maximum score is 240 points in these categories:**

1. Contractor Capabilities = **TOTAL 20 POINTS**

2. Firm's Experience Summary = **TOTAL 30 POINTS**

3. Examples of Current Portal/Service Provision = **TOTAL 135 POINTS**

- Create a Web Portal: Impression and Ease of Use = 10 POINTS
- Knowledge and Compliance: Does firm have sufficient experience with law & regulation Y or N
- Bids / Quotes Management: = 45 POINTS
- Requests for Proposals (RFPs)/Requests for Qualifications (RFQualies) = 25 POINTS
- Supplier and Commodities Management = 10 POINTS
- Reporting/Audit Trails = 5 POINTS
- Archiving = 5 POINTS
- **CHECK LIST SCORE = 30**
- Evolving Vision = 5 POINTS

4. Work Plan = **TOTAL 40 POINTS**

- Timeline = 5 points
- Explanation of regulatory compliance policies & procedures
- Implementation and follow-up = 10 points
- Quality Control = 15 points

- System Integration =10 points

5. <u>Cost</u> = TOTAL 25 POINTS

Selection will consist of multiple levels of evaluation. Level I will include objective assessment of the data provided. This will be presented to the panel for consideration. The Panel will evaluate the proposals for the purpose of establishing and ranking the most qualified contractors. Level II will be used to select the finalist. This level may include a request for additional technical specifications; an interview, presentation or webinars from the finalists; Once a prospective awardee is identified, there may be additional fact finding and negotiation of contract terms and conditions. Prospective submitters should know that all references will be verified and all facts vetted accordingly. Final selection is targeted to be complete on or before June 1, 2012. This date may vary depending on County requirements and schedules as appropriate.

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. Award more than one contract if it is in the best interest of the County;
 - 11. Issue similar RFPs or RFQs in the future; or
 - 12. 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 known 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. If firm objects to use of this contract or any language in it, it must be so identified in the proposal cover letter. Any such notice will be given consideration and if acceptable will be accommodated. However, failure to agree to an instrument substantially equivalent to Exhibit A may be grounds for disqualification from this competition should other equally qualified firms accept the contract, its terms and conditions.

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

Response to this RFP must be submitted on or before 3 p.m., Wednesday, April 25, 2012

NOTE: Respondent is solely responsible for ensuring their submission is presented at the address stated herein and on time. All costs and obligation for the submission and its timely arrival is born solely and entirely by the submitting firm without exception.

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.

EXHIBIT "B"

County of Butte Request for Proposal - Online Solicitation Hosting Service

FIRM NAME: _____

Online Bid and Procurement Service - Comparison Checklist	Responses (If gray leave empty)	
	Yes	No
Number of bidders/vendors in respondent firm's system/database		
Distribution to ALL bidders in specific commodity		
Commodity Codes from		
Ability to add Butte County suppliers to supplier list as needed		
Allows electronic informal quotes on website		
Allows electronic addendum on website		
Distributes addenda to registered bidders		
PDFs of bids received available		
Excel bid tabulations available		
Automatic tabulation of bids received		
Receive and open bids online		
Provide reports of bid awards		
Provide reports of bids received		
Provide reports of bid savings		
Provide reports of suppliers solicited		
Turnaround time - Time of receipt from County to distribution to suppliers		
Ease of use - User friendly for County and suppliers		
Cooperative solicitations with other agencies		
Vendor Database Search Capability		
Reporting		
Auditing		
Distribution area - Nationwide, Regional		
Client Satisfaction - References		
Vendor database - Frequency of Update		
Vendor database Disqualifying suppliers?		
Insurance Certificate management		
Emergency Operations Management		
Contracts Management		
Customer Support - Hours of availability		
Customer Support - method of contact phone, email, online		
Customer Support - response time		
County webpage design appearance		
Archiving - Length of Retention?		
Availability for County to backup solicitations on to County server		
SQL server compatability		
Design/Development Time to "Go Live"		
Interfacing with other Agencies		
Interfacing with other Agencies		