

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Clerk Recorder

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE December 18, 2007

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT: Approval to Issue Purchase Orders for the Acquisition of Two Computer Hard Disk Storage Systems, Consulting Services, Backup Systems and Software for the Clerk-Recorder Department

STAFF RECOMMENDATIONS:

1. Authorize the Stanislaus County Clerk-Recorder to negotiate all contracts for the acquisition and installation of two computer hard disk storage systems, consulting services, backup systems, software and associated hardware and software.
2. Authorize General Services Agency (GSA) Purchasing Department to issue all applicable purchase orders for the total project. The cost of project is estimated not to exceed \$300,000.
3. Direct the Auditor-Controller to increase the 2007-2008 Clerk-Recorder Modernization Budget by \$150,000 to support the purchase two computer hard disk storage systems and associated hardware and software consistent with the budget journal.
4. Direct the Auditor-Controller to transfer existing funds of \$95,000 budgeted in various accounts in the Clerk-Recorder Fiscal Year 2007-2008 Modernization Budget to the fixed asset accounts as detailed on the budget journal.

FISCAL IMPACT:

An increase in appropriations is recommended of \$150,000 in the Clerk-Recorder 2007-2008 Modernization Budget to fund the cost of the two computer hard disk storage systems and associated hardware and software. A portion of this project will be funded using \$150,000 of existing appropriations within the Clerk-Recorder's Modernization Budget. The Clerk-Recorder Modernization Trust Fund has sufficient cash to cover this purchase. There is no impact on the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2007-994

On motion of Supervisor Mayfield, Seconded by Supervisor Grover
and approved by the following vote,
Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

The Clerk-Recorder is responsible for insuring that official records are indexed, maintained, archived and preserved for historical, commercial and legal significance. These records include real property records, births, deaths, marriages, as well as other various filings. Recorded documents are maintained on electronic media and archive preservation film (microfilm). It is common for title companies, government agencies and the public to request copies of all documents recorded by the Recorder Division.

The Clerk-Recorder has maintained these records in a digital format beginning in 1993. Digital records are easier to maintain, faster to search, retrieve, copy, and produce than are the records stored on microfilm or microfiche, and thus a full digitization project converting official records from 1854 through 1993 is in progress. The film conversion project was approved by the Board of Supervisors on October 2, 2007.

The digitization of the historic official records requires a technologically advanced computer hard disk drive storage system for two purposes. First, an onsite computer hard disk storage system is required to store the significant quantity of official images created from the official record digitization project. Second, an offsite business continuity computer hard disk storage system is required to safeguard the official images in the event of a building or system failure.

An evaluation team comprised of the Clerk-Recorder, Strategic Business Technology (SBT), Behavioral Health & Recovery Services (BHRS), Community Services Agency (CSA) and the General Services Agency (GSA) was formed to help in the computer hard disk storage system selection process. Following a year of study the evaluation team has selected Jeskell Inc. to supply the twin computer hard disk storage systems. The computer hard disk storage systems project will include two hard disk storage systems, backup systems, miscellaneous hardware and software items, installation and consulting services to maintain and safeguard identical images consisting of the unique historic data held in perpetuity by the Clerk-Recorder.

This project will be funded through the existing funding in the Fiscal Year 2007-2008 Clerk-Recorder Modernization Budget and with ancillary funding from the Clerk-Recorder Modernization Trust Fund and will not impact the General Fund. Contracts will be developed and established once the final details of the computer hard disk storage system have been completed. It is recommended that the Clerk-Recorder be given the approval to negotiate, award, and execute contracts to carry out the identified scope of work for the new onsite and offsite computer hard disk storage systems. It is also recommended that GSA Purchasing be given the authority to issue any purchase orders required to support the Clerk-Recorder in the completion of this project.

This project protects the historic data belonging to the citizens of Stanislaus County with an estimated cost not to exceed \$300,000. To fully fund this project and upon approval of the board, the Auditor-Controller will transfer \$150,000 from the Clerk-Recorder Modernization Trust and allocate it to the appropriate line items to support this project. All project funding will come from the Clerk-Recorder Modernization Trust Fund and will have no impact on the General Fund. Jeskell will be providing the primary and secondary hard disk storage systems, the tape backup system and consulting services. These items will not exceed \$270,000. The backup software will be provided by another company that has yet to be identified.

<u>Scope of Work/Deliverables</u>	<u>Anticipated Cost</u>
Primary Hard Disk Storage System	\$100,000
Secondary Hard Disk Storage System	\$100,000
Tape Backup System	\$40,000
Consulting Services	\$30,000
Backup software	\$30,000
Total	\$300,000

POLICY ISSUE:

The project supports the Board Priority of Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing Clerk-Recorder staff will be managing and participating in this project.

County of Stanislaus: Auditor-Controller
Legal Budget Journal

Database
Set of Books

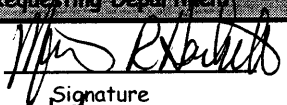
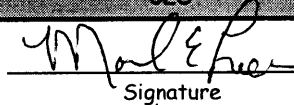
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County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	Modernization Trust
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	
Organization	List - Text	Clerk-Recorder

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)		decr appropriations incr est revenue			
4	7		5	7	6	6	5						
	1723	0020510	82570						215000				Computer Equip
	1723	0020510	82770						30000				Computer S/W
	1723	0020510	83220							75000			Office Automation
	1723	0020510	63280							20000			Contracts

Totals:	245000	95000
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Explanation: To move various fixed asset and Supplies and Services funding into line items for Storage Array and backup software purchase. Additional funding will come from the Clerk-Recorder Trust Fund Balance.

Requesting Department	CEO	Data Entry	Auditors Office Only
		Keyed by	Prepared By
Signature	Signature		Approved By
12/11/07	12/11/07	Date	Date
Date	Date		12-11-07
			Date



GSA PURCHASING AGENT
1010 Tenth Street, Suite #5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

REQUEST FOR PROPOSAL

RFP NO. #07-10-CB
PROJECT NAME:

Storage Array System for the Clerk Recorder Office

RFP INFORMATION:

RFP RESPONSE DATE:
September 27, 2007

RFP RESPONSE TIME:
"NO LATER THAN 2:30"

DELIVER RFP RESPONSES TO:
Stanislaus County
GSA Purchasing Division
1010 Tenth Street Suite #5400
Modesto, CA 95354

Proposers are required to submit an original and five (5) additional signed copies of their proposal response (including all required attachments) to the above address. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

PRE-RFP CONFERENCE DATE:
September 11, 2007

PRE-RFP CONFERENCE TIME:
1:30P.M.

LOCATION OF PRE-RFP CONFERENCE:
1010 Tenth Street Suite #5400,
Room #5001-12 Oakdale Band Rm.
Modesto, CA 95354

MANDATORY ATTENDANCE AT PRE-RFP CONFERENCE REQUIRED: No
If attendance at the Pre-RFP conference is mandatory, failure to attend this conference will result in rejection of your proposal.

PROPOSER'S COMPANY NAME: _____
(Type or Print)

Signed addenda/addendum to be included in the RFP Response. The Consultant is to complete the below and return with the RFP Response.

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

ADDENDUM NO. _____ DATED _____ DATE RECEIVED _____ INITIALS _____

PROPOSER'S NAME (PRINTED): _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S TITLE: _____

BOND REQUIREMENTS *

Proposal Security required	Yes	Amount <u>\$ 10% of the Project Price</u>
Performance Bond required	No	Amount <u>\$ 100%</u>
Payment Bond required	No	Amount <u>\$ 100%</u>

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in the General Terms and Conditions of this RFP.

FOR COUNTY USE ONLY

Proposal was opened on above date and at prescribed place.

Received: Cashiers or Certified Check drawn on a California bank
 Surety Bond

By: _____
Stanislaus County
GSA Purchasing Division

**STANISLAUS COUNTY - GSA PURCHASING DIVISION
FOR
STANISLAUS COUNTY CLERK RECORDER OFFICE**

STORAGE ARRAY SYSTEM PROJECT

NOTICE TO PROPOSERS

A. OVERVIEW

The County of Stanislaus requests Proposals for the Storage Array System.

B. RFP INTENT

As part of this Request for Proposal the Proposer is required to submit all required pricing which will be incorporated into the Agreement at the time of award.

C. SCOPE OF SERVICES

The Clerk Recorder Office is the record keeper of the land record documents in Stanislaus County. Practically all of our data, once stored, does not change. We need to make this data available to the public in our office, but not on the internet. We are NOT a high transaction environment and we do not move large volumes of data.

The following services will be performed at the direction of County staff and the County will make decisions regarding the amount of time spent performing any particular task, with regard to any specific company. The County of Stanislaus is requesting RFP's from firms to: Install and furnish all labor, material, equipment and training for a:

1. "Storage Array System"
2. Backup System
3. Network Consulting

The Clerk Recorder Office is updating the Server, the Storage Array System and the Backup system and is looking for an expandable disk storage array and backup system that will allow us to expand our storage capacity in the future. We are also looking for the supplier to provide us with consulting services to look at our network architecture and provide suggestions on improvements and monitoring tools.

Submit RFP's for a disk storage array and backup system that will store data from multiple Red Hat Linux, Microsoft Windows Server 2003, VMWare Infrastructure 3 and XenSource XenEnterprise systems. In addition to the storage and backup systems, Proposer shall assist with setting up a monitoring system for our current network and servers. The following is a list of system requirements.

1. Dual, redundant I/O controllers
2. Dual, redundant Power Supplies
3. 19" Rack Mountable. The system will be mounted in existing County 19" racks.
4. The system should support RAID 0, 1, 5 and 10 or similar RAID configurations that support redundancy and parity.
5. List all licensing required for your primary storage unit and any additional licensing required to meet our minimum raw storage required (#7). Also, list any additional licensing requirement to expand your system to its fully populated storage capability
6. iSCSI SAN capable.

7. Minimum available storage of 5 Tb of raw data.
8. Hot spare, hot swap disk drive capable.
9. 1000base-TX minimum connections for at least six (6) servers. If switches or other devices are required to meet this requirement, please identify them clearly in your proposal.
10. Disk Drives – Ultra 320 SCSI or SAS hard drives minimum. . We would like the system to support SATA II drives as well, but this is not a mandatory requirement.
11. Windows, Linux and VMWare capable storage. Prefer system that will support XenSource Enterprise as well. Supports CIFS, NFS and NDMP. Include any other “standards” that your system will support and identify them clearly in your proposal.
12. 24/7 Service with 4 hour parts replacement.
13. The system should be a turnkey solution. Administration software, cabling, licensing and training should be included with system. Onsite installation and set up, knowledge transfer to Clerk Recorder IT staff must be included.
14. All included components, software and licensing and training required for the system should be clearly listed.
15. Describe your system replication requirements and capabilities. **List as an option**, any additional licensing or hardware required for your storage array to allow replication. If your system will only work with an identical system, clearly identify the specific hardware and software that would be required. Discuss any issues your system may have with replication. For example; does your system automatically allow for copying data to a replication site, do you have additional licensing fees for replicating the data, can your system replicate real-time or only at end of day, etc. **(If you have a different approach to address disaster recovery, clearly identify what this approach will be.)**
16. Provide a diagram that will include your storage system and the servers that it will support. The servers included in our network are:
 - a. Red Hat Linux AS version 5 server – this is our primary application server.
 - b. Windows 2003 server – this server will be the server that handles the PC environmental in our office.
 - c. Windows 2003 Server – this server will be set up for real-time Optical Character Recognition processing for the documents we process.

Two (2) servers of each type shall be set up to provide redundancy. **In addition, we have 10 individual PCs that we would like to either replicate the data stored on the PC onto the Storage Array or backup the data in a way in that makes it easily retrieval.**

Contractor shall provide a diagram of the recommended network set-up. If additional components are required based on your recommendations, please clearly list these components.

17. Current backup system is Dell Powervault 132T SDLT tape autoloader, one drive, with Veritas NetBackup. The NetBackup license has expired and must be replaced with a new license. Contractor must propose a backup solution with a recommended backup software for this storage system. The backup system can be tape or disk or a combination....recommendations are acceptable, if clearly stated.
18. Currently we do not have a method of monitoring the performance of our network or our servers. Propose consulting services required to examine our network and then recommend the methods/tools that you would suggest to monitor the network and server performance. In addition, suggest the types of items that should be monitored in a network and on servers.

19. Provide training for two County IT personnel to become fully proficient in the operation of each of the systems you propose. List each specific class that is being proposed and the system that the course is for.
20. Please propose separate prices for the storage system, the backup system and the consulting services.

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSER

1. Proposals must be submitted in the format identified in Section 11 - Submission of Proposals and Section 12 - Proposal Elements. All items shall be filled in and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Mistakes must be corrected and the correction inserted; the person signing the Proposal must initial the correction in ink.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

**Stanislaus County
GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354**

Proposals received after that time shall be returned unopened to the respective Proposer and shall not be considered for evaluation. Proposals shall be opened in public at 2:30 p.m. on said date at the above location.

2. Alternate proposals shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required.
 - a) Proposal Security
If required, Proposal security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the RFP price. The Proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the Proposer's security is in the amount of ten percent (10%).
 - b) Performance Bonds
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a RFP by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. Contractor shall pay all bond premiums, costs and incidentals.
 - c) Payment Bonds
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. The County reserves the right to waive any informalities or minor irregularities in connection with Proposals received.
5. All provisions of the County code are applicable to any Proposal submitted or contract awarded pursuant thereto.
6. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful Proposer will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

7. Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the most responsible and responsive Proposer, subject to the right of the County to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine, unless the Proposer objects to such extension in writing with his proposal.
8. Form Agreement; Exceptions and Alternatives. The Agreement attached to this Request for Proposal ("RFP") and, by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the Proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proposer will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the County.
9. Proposer shall submit the following documents as a response to this RFP:
 - a) Return entire RFP package completed and signed.
 - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
 - c) Any exceptions to the terms and conditions of this RFP, sample Agreement, and insurance requirements (see "insurance checklist) must be submitted with the proposal response.
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

Subject to paragraph 5 above, the county cannot accept a RFP failing to comply with any of the above stated requirements.

ADDITIONAL TERMS AND CONDITIONS

1. Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

2. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Material that is confidential or proprietary should be marked "**Confidential**" or "**Proprietary**". After the RFP is awarded to the successful Proposer/s all submitted material becomes public information unless marked "Confidential" or Proprietary".

3. Public Records Act

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as trade secrets and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statues and regulations.

4. Modification to Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

5. Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

6. Examination of Proposal Documents

The Proposers shall carefully examine the Specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Proposer find discrepancies in, or omissions from, the Specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least **ten (10)** days prior to the proposal opening date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will be done in the form of a written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

7. Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the sample Agreement are hereby made a part of this RFP and any resultant contract. The Proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in Section 6 of the sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The Consultant awarded the Agreement shall provide the County with a certificate of insurance and endorsements meeting and/or containing the following:

- Policy limits of insurance as required in the "sample" agreement Section 6
- Deductibles shall be declared
- NAIC# for insurers shall be provided on the certificate
- 30 - day notice of cancellation
- Certificate Holder is "Stanislaus County"
- Endorsement naming "Stanislaus County" as additional insured (GL and Auto)
- Waiver of subrogation (Worker's Compensation Section 6.3 of sample agreement)
- Carrier admitted/licensed to issue insurance in California
- Best's rating of no less than A-, and Financial Size Category of at least VII

An "Insurance Checklist" is included in this RFP package.

8. Sample Agreement

A sample Agreement is attached for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

9. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

10. Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

Stanislaus County
GSA Purchasing Division
P. O. Box 3229
Modesto, CA 95353
Attn: Cathy Blair
(209) 525-6319
Fax (209) 525-7787
Email: blairc@co.stanislaus.ca.us

These inquiries are to be submitted at least ten (10) days prior to the proposal opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written amendment. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

11. Submission of Proposals

The submission of a proposal is a two-(2) phase process. Proposals consisting of two (2) separately sealed envelopes one marked "PROPOSAL" and the other marked "RFP-PRICING" shall be submitted to the Stanislaus County Purchasing Division at the place and time specified in this notice.

During phase one (1) the Proposal Statements and RFP-Pricing will be received by the County's Purchasing Division. However, only the Proposal Statements will be opened at that time. Thereafter, the Proposal Statements will be forwarded to the Stanislaus County Clerk-Recorders Committee for evaluation. The sealed pricing will remain with the Purchasing Division until the Evaluation Committee has completed the evaluation of the Proposal Statements. Upon notification of the completion of the evaluation of the Proposal Statements, the Purchasing Division shall open the sealed pricing and provide the RFP Pricing results to the Evaluation Committee.

In phase two (2), the Evaluation Committee shall evaluate the pricing and select the proposal, which is considered to be the most cost effective and is in the best interest of the County.

12. **Proposal Elements**

The "PROPOSAL" response shall be divided into sections. Each section shall be preceded by a 8 ½" by 11" tab divider, with the each section clearly labeled. (i.e. Section I – Qualifications, etc., See number 9 – Proposal Elements for required sections.) Section III "RFP-PRICING" shall be submitted to the County as identified above. Section I-A, item 9, shall be preceded by a tab divider and labeled "Scope of Services – Work Plan". Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

Below are the detailed elements of each section of the proposal. (Section I Qualifications Proposal, Section II Financial Reports, and Section III Pricing Proposals.) Proposers shall address these elements as indicated:

A. **Section I Qualification Proposal**

In Section I please submit your Qualification proposal, which includes a complete Corporate profile of your firm outlining it's background, philosophy and experience and information about your firm's ability to perform the work. This section shall include responses to the following:

1. Number of years in business as a (Type of Consultant i.e. Rate Review) Consulting firm.
2. Brief history of the firm, including ownership structure, key principals and current organization structure.
3. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
4. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project. Attach resumes of individuals who will be assigned to this project. Include certifications and licenses of individuals. List the number of full-time employees and the number of part-time employees performing the (Type of Services Consultant will be performing i.e. Rate Review) services as of the date of submission of your response to this Request for Proposal.

Submit a detailed description of expected subcontractor(s) who might be involved including a general overview of the firm and brief resumes of key personnel.

5. Employee background check procedures; security procedures.
6. List of references of firms that have used your (Type of Services Consultant will be performing i.e. Rate Review) services. List names, addresses, telephone numbers and contact persons.
7. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.
8. Submit a sample of previous work showing a product representative of the Consultants expertise in the area of interest. Include detailed information about the size and scope of your current contracts.

9. Provide a description of your company's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.

Approach and Understanding of Requirements:

Submit a technical proposal describing the detailed scope of work including specifying tasks (and firms if preparation of the analysis involves other firms) that will be completed to accomplish the **Scope of Services** outlined in this RFP. This shall include a statement of approach to the project, work plan, timeline, staffing procedures and resource plan. Proposer's shall provide a discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.

- Attach project approach.
- Attach detailed timeline.
- Attach detailed work plan.
- Attach detailed resource plan.

Proposers shall identify what co-ordination and meetings the County will be required to provide.

IT IS IMPORTANT THAT A COMPLETE DESCRIPTION BE PROVIDED.

B. Section II Financial Reports

In Section II please submit Financial Reports which include detailed information about the Proposer's financial condition, which includes the following information:

1. Statement of Income and Retained Earnings, last five (5) years.
2. Changes in financial position last five (5) years.
3. Balance sheet, last five (5) years.
4. Latest interim Balance Sheet and Income Sheet.
5. List of fixed assets - equipment, vehicles, etc., by brand name, model and age.
6. Consultant shall provide proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6 – Insurance, of the sample Agreement included in the RFP package.
7. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
8. Identify what percent of your company's annual revenue shall this contract represent.

If any of the above documents or information are not available, state, "Not Available," and state the reason such information is not available.

C. Section III Pricing Proposals

A separate document that details the total costs to the County for the proposal being submitted.

Proposers shall provide total project cost and a priced methodology complete with a time allotment for each task in the approach proposed to carry out the work, and the schedule of fees for staff to be assigned to the project. Proposer shall list each project team member, assigned number of hours for each task (if applicable), and hourly billing rate for each project team member. The proposal shall also identify the tasks and subtasks assigned to the project team members. A not-to-exceed total project cost shall include charges for overhead, administrative and materials costs and charges for any subconsultants if the use of subconsultants is specified in the proposal. (See "Submission of Proposals", for additional instructions.) This shall form the basis for payments to the successful Proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.

The proposer shall provide pricing for a (If this Agreement has an option to extend, type the number of years you want the Consultant to provide pricing. Come back to section C if not applicable and delete) year period. Should the County and the Consultant awarded an Agreement, mutually agree to renew the Agreement, the pricing provided in by the Consultant in their RFP response for the subsequent years shall be utilized.

ALL cost incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Proposer's Pricing Proposal Form. The cost for insurance and bonding shall be separately identified on the Pricing Proposal Form.

13. Pricing Evaluation

In determining the amount proposed by each Contractor, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

The maximum possible weight for pricing is 100. This 100 possible points is not per evaluator nor an aggregate score of the evaluators.

The formula for the weight assigned to the pricing is as follows:

$$\begin{aligned} 100 &= (\text{lowest total price}) \\ X\% &= (\text{lowest total price} / \text{next lowest price}) \\ \text{weight assigned to pricing} &= (X\% * 100) \end{aligned}$$

14. Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. The objective of this evaluation is to perform a thorough and fair evaluation of Proposer responses and facilitate the selection of a solution that best satisfies the County requirements. The following describes the evaluation process and associated components.

A. Selection Process

The County shall name, for the purpose of evaluating the proposals for this RFP an Evaluation Committee composed of representatives from the County. The County may elect to include as part of the Evaluation Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Proposer concerning the type of information that shall be used by the Evaluation Committee. Proposers shall be prepared to respond to requests by the Evaluation Committee for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at their option, may award this proposal on the basis of the initial proposals.

B. Evaluation Steps

It is anticipated that the following steps will be performed by the Evaluation Committee in evaluating proposals, however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Step 1 Review and Evaluation of proposal
- Step 2 Proposer Interviews (Optional)
- Step 3 Ranking of Proposals
- Step 4 Recommendation of Award

The Evaluation Committee shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the Committee shall rate the Proposers separately. The scores of each of the Committee members shall then be aggregated to provide a total score for each of the Proposers.

The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

Proposer's Response	5
Qualifications	25
Understanding of the Project	25
Response to Questionnaire	<u>5</u>
Sub Total for Proposal points	60
Cost	<u>40</u>
Total Possible Weight or Points	<u>100</u>

The overall proposal weight (OPW) formula is as follows:

Should the County exercise the option to interview, only those firms or persons judged by the evaluators to be the most qualified to perform the work required under the Agreement shall be placed on an "interview list". Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential consultants.

15. Award

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. All proposals received after the time specified in this Notice will not be considered and will be returned unopened.



SAMPLE

GSA PURCHASING AGENT
1010 Tenth Street, Suite 5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES
(vers 2/17/06)

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and _____ ("Contractor") on _____.

Recitals

WHEREAS, the County has a need for services involving _____; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A and Exhibit B.

2.2 Except as expressly provided in Exhibit A and Exhibit B of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or

obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1. General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3. Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of

any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The 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.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

SAMPLE

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age,

political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
GSA Purchasing Division
Attention: _____
1010 10th Street, Room 5400
Modesto, CA 95354

To Contractor: _____
Attention: _____

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from

its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS GSA Purchasing Division By: _____ Julie A. Mefferd Director / Purchasing Agent "County"	CONTRACTORS NAME By: _____ Name Title "Contractor"
APPROVED AS TO CONTENT: Department of _____ By: _____ Name Title	
APPROVED AS TO FORM: Michael H. Krausnick County Counsel By: _____ Name Deputy County Counsel	

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

<Select either the time & materials compensation paragraph or the subsequent lump compensation paragraphs, including the retention paragraph at the end.>

Time & Materials Paragraph

1. Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors, multiplied by the current Schedule of Rates - Exhibit B attached hereto and, by this reference, made a part hereof; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates – Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

OR

Lump sum Paragraphs

2. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibit B attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates – Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

3. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks.

C. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed _____, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. INVOICE REMIT TO:

SAMPLE

The remit to address is:
Stanislaus County
Department of _____
Attention: _____

E. REPRESENTATIVES

The County's Project Manager is _____, () _____. The Contractor's representatives is _____, () (_____).

F. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

G. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

H. AGREEMENT PERIOD

This shall be effective from _____ or date of award; whichever is later, through _____.

I. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

EXHIBIT B
PRICE SCHEDULE

PRICE SCHEDULE:

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work / Specifications in accordance with the rate schedule below.

The pricing for the initial Contract term and any renewable term is identified in the price schedule below: