

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

DEPT: Clerk Recorder - Elections

BOARD AGENDA #: *B-1

AGENDA DATE: March 14, 2017

SUBJECT:

Approval of an Agreement with SouthTech Systems, Inc. for the Provision of an Online Campaign Finance Disclosure and Statement of Economic Interest Reporting System

BOARD ACTION AS FOLLOWS:

No. 2017-111

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

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

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Clerk Recorder - Elections
Urgent Routine

BOARD AGENDA #: *B-1

AGENDA DATE: March 14, 2017

CEO CONCURRENCE: *phc* 

4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement with SouthTech Systems, Inc. for the Provision of an Online Campaign Finance Disclosure and Statement of Economic Interest Reporting System

STAFF RECOMMENDATIONS:

1. Approve an agreement with SouthTech Systems, Inc., of Riverside, California, as a result of a request for proposal process, for the provision of an online campaign finance disclosure and statement of economic interest reporting system.
2. Authorize the Purchasing Agent to sign the agreement, and any amendments thereto, with SouthTech Systems, Inc. for the provision of an online campaign finance disclosure and statement of economic interest reporting system within the project budget.
3. Direct the Auditor-Controller to establish project appropriations in the amount of \$120,210 transferring Technology Innovation Program Funds as awarded and approved in Fiscal Year 2015-2016 from Appropriations for Contingencies as detailed in the attached budget journal.

DISCUSSION:

The Stanislaus County Registrar of Voters and the Stanislaus County Clerk of the Board of Supervisors are required by the Political Reform Act of 1974 to manage the filing procedure for campaign finance disclosure documents and statements of economic interest for public officials, including, but not limited to, members of the Board of Supervisors, Judges and Court Commissioners, elected County Officials, County Counsel, and the Chief Executive Officer. The current system requires extensive time to process and track each document, answer questions and ensure all filing needs are met before documents are filed. Campaign documents are available to interested parties who must currently wait in line to view or purchase copies. Providing this service online enhances the effectiveness of the process for our customers, allows them to complete the forms at their convenience, and promotes transparency in government.

Approval of an Agreement with SouthTech Systems, Inc. for the Provision of an Online Campaign Finance Disclosure and Statement of Economic Interest Reporting System

The General Services Agency (GSA) - Purchasing Division, in collaboration with the County Registrar of Voters, Clerk of the Board and Strategic Business Technology, developed Request for Proposal (RFP) #16-49-CB Campaign Finance Disclosure Form Filing System and received three proposals from the vendors listed below.

- SouthTech Systems, Inc., Riverside, California;
- Netfile, Inc., Mariposa, California; and,
- ImageX Enterprises, Inc., Santa Barbara, California

A committee made up of representatives from the County Registrar of Voters, Clerk of the Board and Strategic Business Technology Department evaluated the proposed bids to select a contractor that had a clear approach and shares the County's values in providing an enhanced product that will serve the filing public, reduce costly staff time, and provide transparency to the public.

The award of the contract was made to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered.

Vendor	Evaluation (100 points available)	Pricing (20 points available)	Total Score
SouthTech Systems, Inc.	95.83	20.00	115.83
Netfile, Inc.	77.00	16.35	93.35
ImageX Enterprises, Inc.	30.83	8.84	39.67

As shown above, SouthTech Systems, Inc. was the successful proposer with the high score of 115.83. On September 30, 2016, GSA Purchasing issued a Notice of Award to SouthTech Systems, Inc. and a notice of Non-Award to NetFile, Inc. and ImageX, Inc. No letter of protest was received during the five day protest period of the RFP process.

SouthTech Systems, Inc., has been in business for twenty-two years, and their eGovernment and eBusiness solutions are currently used in over 50 cities, counties and State agencies in California. The proposed agreement with SouthTech Systems, Inc. includes the professional services for the software installation, configuration, implementation, support and maintenance through Fiscal Year 2018-2019. After Fiscal Year 2018-2019, an annual support and maintenance contract will be needed to receive future form updates, support, and software enhancements.

POLICY ISSUE:

The County of Stanislaus is required to assist the Fair Political Practices Commission in administering provisions of the Political Reform Act of 1974 and is responsible for several types of disclosure forms that are essential to tracking financial activities of public officials.

In accordance with the County Purchasing Policy, all contracts or agreements where the total cumulative compensation exceeds \$100,000 must be approved by the Board of Supervisors. Additionally, any budget adjustments require Board approval.

Approval of an Agreement with SouthTech Systems, Inc. for the Provision of an Online Campaign Finance Disclosure and Statement of Economic Interest Reporting System

FISCAL IMPACT:

Included in the Fiscal Year 2015-2016 Adopted Final Budget, \$1 million was budgeted in Appropriations for Contingencies to fund innovation technology programs within the County. The overall goal of the Technology Innovation Program has been to move the County's customers from "in-line to online". The County Registrar of Voters submitted a funding request, which was reviewed and approved for the amount of \$140,948 by the Technology Innovation Review Team. This funding has been carried over into Fiscal Year 2016-2017 in Appropriations for Contingencies. The project budget includes a not to exceed amount of \$100,000 for the proposed agreement, \$10,210 to cover Strategic Business Technology Department costs, and \$10,000 in contingencies for unanticipated costs associated with this project.

As a recipient of Technology Innovation Program funds, the Department is required to monitor and periodically report the status of its project until completion. Any unused funding will be returned to the General Fund once the project has been completed.

The Registrar of Voters requests that \$120,210 be transferred from Appropriations for Contingencies to the Clerk-Recorder – Election Division budget, as detailed in the attached budget journal.

Cost of recommended action:	\$ 120,210
Source(s) of Funding:	
Technology Innovation Program Funds	120,210
Funding Total:	\$ 120,210
Net Cost to County General Fund	\$ -

Fiscal Year:	2016-2017
Budget Adjustment/Appropriations needed:	Yes

Fund Balance as of N/A

BOARD OF SUPERVISORS' PRIORITY:

Approval of the recommended actions supports the Board's priority of Efficient Delivery of Public Services by streamlining processes and supports the goal to move the County's customers from "in-line to online".

STAFFING IMPACT:

There is no additional staffing associated with this technology improvement project. Currently, County staff spends more than 1,550 hours annually to manage and complete the filing procedures for public officials. It is anticipated those hours will be greatly reduced with the installation of this system.

Approval of an Agreement with SouthTech Systems, Inc. for the Provision of an Online Campaign Finance Disclosure and Statement of Economic Interest Reporting System

CONTACT PERSON:

Lee Lundrigan, County Registrar of Voters (209) 525-5200
Elizabeth King, Clerk of the Board of Supervisors (209) 525-4494

ATTACHMENT(S):

1. SouthTech Systems, Inc. Contract
2. Budget Journal

Attachment 1

SouthTech Systems, Inc. Contract



2017 AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

REGISTRAR OF VOTERS STANISLAUS COUNTY CLERK / RECORDER OFFICE and CLERK OF THE BOARD OF SUPERVISORS

CAMPAIGN FINANCE DISCLOSURE AND CONFLICT OF INTEREST CODE FILING SYSTEMS

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and SouthTech Systems Inc., a corporation, ("Contractor") as of March 15, 2017.

Recitals

WHEREAS, the County has a need for services involving a campaign finance disclosure form filing system and a conflict of interest code filing system;

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

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, work and perpetual software license purchase set forth in **Exhibit A**.

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 own a perpetual software license and 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.

2.2 Except as expressly provided in Exhibit A 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

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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.

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

1.1. Non-Discrimination. 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

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:
Stanislaus County Clerk / Recorder /
Registrar of Voters
1021 "I" Street
Modesto, CA 95354
209-525-5211

To Contractor:
SouthTech Systems Inc.
Grant Gyulnazaryan, Vice President
4181 Flat Rock Drive, Suite 300
Riverside, CA 92505
951-354-6104

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.

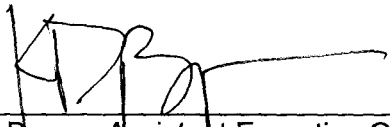
21. Governing Law and Venue


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 or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

SOUTHTECH SYSTEMS INC.

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent
"County"

By: 
Grant Gyulnazaryan, Vice President
Taxpayer Identification No. 51-0564578
"Contractor"

APPROVED AS TO CONTENT:
County Clerk / Recorder / Elections Department

By:  2/23/2017
Lee Lundrigan, County Clerk / Recorder /
Registrar of Voters

Clerk of the Board of Supervisors

By: 
Elizabeth A. King, Clerk of the Board of
Supervisors

APPROVED AS TO FORM:
John P. Doering, County Counsel

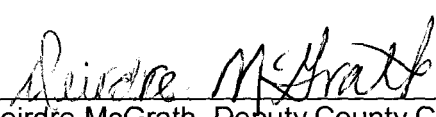
By: 
Deirdre McGrath, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

Contractor shall provide services under this Agreement as follows and per attached Exhibit "A":

- Contractor shall sell to County a perpetual software license allowing use of the software indefinitely
- Install the employee disclosure and campaign filing systems onto the Stanislaus County preconfigured hosting environment
- Conduct a project kickoff meeting with the Registrar of Voters and Clerk of the Board Staff
- Provide an Excel import spreadsheet and give instruction how to export data from the county legacy system for import it into the Southtech system
- Verify completion and accuracy of the Form 700 Fair Political Practices Commission (FPPC) Certification documents prepared by the County
- Submit the Form 700 Fair Political Practices Commission (FPPC) Certification documents prepared by the County
- Install and or support the installation of the software on up to twenty County filing officer's personal computers
- Perform the validation and import of the data from the Excel spreadsheet provided by the County
- Provide server configuration and administration training to County technical staff
- Assist the county filing officers with configuration of letters, e-mails and other miscellaneous system settings
- Provide user guides and other support materials
- Provide information technology (IT) and troubleshooting support services regarding the employee disclosure and campaign filing systems software
- Perform filing officer user training
- Conduct a final acceptance review
- Help with Go Live
- Provide web support to the filing officers
- Provide periodic patches and updates to the system throughout the duration of this contract and future service and maintenance agreements

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement in lump sum basis as follows and per attached exhibit "A":

22. Contractor will be compensated on a lump sum basis for each task as set forth in the proposal and scope of work dated February 22, 2017 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 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.

23. 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.

24. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$100,000 (one hundred thousand U.S. dollars), 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.



SOUTHTECH
SYSTEMS

SouthTech Systems, Inc.
Campaign Finance Disclosure Form Filing System
County of Stanislaus Clerk Recorder, Clerk of the Board, & Strategic Business Technology Divisions
RFP 16-49-CB

PART THREE

PRICING PROPOSAL



02/22/2017

Stanislaus County
General Service Agency/Purchasing Division
1010 10th Street Suite #5400
Modesto, CA 95354
(209) 525-6319

Submitted By:
Grant Gyulnazaryan
SOUTHTECH SYSTEMS, INC.
02/22/2017



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Pricing Proposal

SouthTech Systems, Inc. is offering the County of Stanislaus the Software Purchase Option. This pricing option includes all costs associated with the installation, configuration and training of the Software.

Software Purchase allows you to buy a Perpetual License allowing use of the Software indefinitely and on unlimited Filing Officer Computers. The purchase price includes all the professional services to get the Software installed, configured, and fully implemented and the support and maintenance is included thru County Fiscal Year 2018-2019. After Fiscal Year 2018-2019, you will need to have an active Annual Support and Maintenance Contract in order to receive future Form updates, support, as well as the software enhancements that are made available to our subscription customers.

Purchase Price Based on 1100 Filers and County Population

System Module	Modules Needed	Unit Price	Total Price
Campaign Form Automation			
CampaignDocs Management Suite for Filing Officer (Filer Manager, Election Management, Configuration Module, Emails, Reports, Letters, Etc)	1	\$16,468.20	\$16,468.20
eCampaign System	1	\$14,115.60	\$14,115.60
Web Redaction / Web Publishing Module	1	\$7,057.80	\$7,057.80
CampaignDocs Public Kiosk Module	1	\$0.00	\$0.00
Campaign Software Licence Fee	3		\$37,641.60
Form 700 Automation			
DisclosureDocs Management Suite for Filing Officer (Filer Manager, Agency Management, Configuration Module, Emails, Reports, Letters, Etc)	1	\$15,757.88	\$15,757.88
DisclosureDocs - Full Review Module	1	\$5,402.70	\$5,402.70
eDisclosure - Filer Module	1	\$15,757.88	\$15,757.88
eDisclosure - Contact Person Module	1	\$7,653.83	\$7,653.83
DisclosureDocs Conflict of Interest Code Module	1	\$5,402.70	\$5,402.70
Web Redaction / Web Publishing Module	1	\$7,653.83	\$7,653.83
DisclosureDocs Public Kiosk Module	1	\$0.00	\$0.00
Form 700 Software Licence Fee	4		\$57,628.82
Total Software Licence Fee			\$95,270.42
Multi System Discount			-\$24,770.31
Professional Services			\$26,180.31
Hosting by SouthTech	1	\$0.00	\$0.00
One Time Grand Total			\$96,680.42



Ongoing Annual Support and Maintenance

Annual Costs			
Software Support and Maintenance	1		\$14,747.86
Hosting by SouthTech	1	\$0.00	\$0.00
No Tax - FTP Download	0.00%		\$0.00
Annual Grand Totals (Increased by no more than 5% Cost of Living)			\$14,747.86

Modules Included in this proposal

SouthTech Systems will include these modules that are listed in the pricing above:

- **CampaignDocs Public Kiosk** - Public access to your filings is available through your Public Kiosk in an unredacted form using our CampaignDocs PublicAccess™ module. The Public is able to search for filings in your office without the need of taking staff time to pull the original records. This is not only a cost savings for your staff, but eliminates the risk of the original filing disappearing or becoming misfiled when it's returned. If the Public wants a copy of a filing, they order it at the kiosk and pay for it at the counter where they will pick up their copy.
- **CampaignDocs WebPublisher™** module the public has access to redacted copies of the filings on the web. The public is able to search, view and print from their own computer without the need of using your agency's resources.
- **DisclosureDocs Filer Review** – allows the Filing Officer to perform the required tasks of verifying the accuracy of forms and if needed requesting necessary Amendments.
- **eDisclosure™ Contact Person** module is a web based system that engages your Filing Officials or Contact Persons at the Department Level and provides tools for them to perform their responsibilities of managing their Department.
- **DisclosureDocs Conflict of Interest Module** - allows your departments to simplify and automate the creation and collaboration of the Biennial Reviews and the Code Amendments (Exhibit A and B). This process streamlines the acceptance of the Code and drastically improves the productivity of the entire organization.
- **DisclosureDocs WebPublisher™** module allows the public to access to redacted copies of the Form 700 filings on the web. The public is able to search, view and print from their own computer without the need of using your agency's resources. All electronically submitted items are automatically redacted using the configuration options set by you and are immediately available for Public to review on the Web. Redaction templates simplify the process of publishing paper filings. We provide you with templates with the most typical fields redacted. You have the ability to modify these



templates to suit your business need or to create your own for other types of documents you wish to publish. You control which forms and documents are published to the web in your system configuration options. You have the ability to specify at the form level as well as at the agency and position levels. In other words, you are in control of what positions and forms are published to the web.

- **DisclosureDocs Public Kiosk** - The Public is able to search for filings in your office without the need of taking staff's time to pull the original records using your Public Kiosk.

Costs for Additional Form 700 Filers

In the event that the County decides to add additional Form 700 Filers above and beyond the initial 1,100 filers, additional licensing costs described below:

The cost for the Perpetual License will increase by a one-time charge of \$1,600 and an Annual Maintenance fee of \$300 per each 100 Filers added to the system above the initial 1,100 Filers.

Billing Schedule

The Billing Schedule consists of 3 invoices that are based on deliverables.

Invoice 1. 50 % of the Total. Deliverable – Software installation on the Environment and Project Kick off.

Invoice 2. 30 % of the Total. Deliverable – Data Import Completion.

Invoice 3. 20 % of the Total. Deliverable – Go Live.

EXHIBIT B

Insurance Requirements for IT Vendor Services

IT Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. **Cyber Liability** Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Reporting

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

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Vendor hereby grants to County a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Vendor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Vendor and Vendor's officers, employees, agents, representatives or subcontractors. Vendor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 02/23/2017

Vendor: SouthTech Systems, Inc

Attachment 2

Budget Journal

Database: FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Balance Type: Budget
 Data Access Set: County of Stanislaus
 Ledger: * List - Text: County of Stanislaus
 Budget: List - Text: LEGAL BUDGET
 Category: * List - Text: Budget - Upload
 Source: * List - Text:
 Currency: * List - Text: USD
 Period: List - Text: MAR-17
 Batch Name: Text:
 Journal Name: Text:
 Journal Description: Text:
 Journal Reference: Text: Technology Innovation Program Funds
 Organization: List - Text: Stanislaus Budget Org
 Chart Of Accounts: Accounting Flexfield

DO NOT CHANGE
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Id	0100	0020200	63280	0000000	000000	000000	000000	000000	120,210	Incr appropriations decr est revenue	Net appropriations Incr est revenue	Contracts Appr. for Contingencies
	0100	0016071	89000	0000000	000000	000000	000000					120,210

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Increase appropriations in Contracts for new Software Implementation

Requesting Department: Stephanie Gutierrez	CEO: <i>James Ward</i> Supervisor's Approval	Date: Entry: <i>3/8/2017</i>	Auditors Office Only
Prepared by: Stephanie Gutierrez	Date: <i>3/6/2017</i>	Keyed by:	Prepared By: <i>Mark Duff</i>
Date:	Date:	Date:	Approved By: <i>3-8-17</i> Date: