

COUNTY OF SAN BENITO

REQUEST FOR PROPOSALS (RFP)

Professional Information Technology (IT) Services

(RFP COSB IT #2020-01)

RFP Issue Date: April 7, 2020, 5PM (PDT)



Proposal Due Date: April 30, 2020, 11AM (PDT)

COUNTY ADMINISTRATION OFFICE - INFORMATION TECHNOLOGY DIVISION

481 4TH St. 1st Floor

Hollister CA 95023-3840

SECTION 1: INTRODUCTION

Purpose

The County of San Benito Information Technology Division (COSB IT) is soliciting proposals from qualified consultants to provide Information Technology (IT) systems support, consulting, and services. The COSB IT team may request work orders as needed. Respondents must possess technical proficiency in all aspects of IT professional services. Details on the Request for Proposals (RFP) for Professional Information Technology (IT) Services, and the proposed scope of services, are included and will be posted on the County of San Benito website at www.cosb.us: *RFP COSB IT #2020-01: Scope of Professional IT Services*. This RFP is an invitation by the COSB IT division for qualified consultants to submit Proposals. Submittal of a Proposal does not create any expectations for a contract with the County of San Benito (County).

Qualified Respondents may submit their electronic Proposals to COSB IT's point of contact, Sacramento Villicana, at svillicana@cosb.us, on or before **April 30, 2020, by 11AM (PDT)**

SECTION 2: GENERAL BACKGROUND

The County is governed by the San Benito County Board of Supervisors (Board of Supervisors), and the County Administrative Officer (CAO) leads operations, including supervision of COSB IT. The County has a total area of 1,390 square miles (3,600 km), with a population of nearly 61,000 people, and employs approximately 500 full-time employees in approximately 30 departments.

Information Technology Division Staff:	4
County Departments and agencies:	30+
County full time employees:	550+

COSB IT is responsible for the planning, designing, securing, data backup, deployments, and implementations of all information technology related services for the entire County IT infrastructure, serving all County departments and agencies. COSB IT is supported by technical staff that reviews technical information and makes recommendation to the Board of Supervisors' IT Ad Hoc Committee, then presents recommendations to the Board of Supervisors. COSB IT has four (4) staff members, who coordinate and support projects with internal departments and external agencies. COSB IT's mission is to secure, support, and complete any IT projects that the County's departments and agencies need, in order to improve safety and efficiency.

SECTION 3: GENERAL INFORMATION AND SCHEDULE

The General Timeline/Schedule Table below outlines the key tasks and due dates pertaining to RFP COSB IT #2020-01.

General Timeline/Schedule Table	
Task:	Due date:
1. Issue RFP COSB IT #2020-01	April 7, 2020 before 5PM (PDT)
2. Pre-Proposal Meeting – Virtual/Zoom Meeting	April 10, 2020 10AM-12AM (PDT)
3. Deadline for Questions	April 21, 2020 before 4PM (PDT)
4. RFP Inquiry Answers	April 27, 2020 before 4PM (PDT)
5. Deadline for Submitting Proposals	April 30, 2020 before 11AM (PDT)
6. Selected Finalist Notified	May 6, 2020 before 4PM (PDT)
7. Contract Approved	May 19, 2020
8. Work Commences	May 20, 2020

1. Issue RFP: Board of Supervisors' Approval of RFP COSB IT #2020-01
 Press Release
 County website www.cosb.us
 E-mail RFP to Respondents ---April 7, 2020 before 5PM (PDT)

2. Pre-Proposal Meeting:
 Virtual/Zoom Meeting: ---April 10, 2020 from 10AM-12PM (PDT)
 Join Zoom Meeting
<https://zoom.us/j/165145372>
 Meeting ID: 165 145 372
 One tap mobile
 +14086380968,,165145372# US (San Jose)
 +16699006833,,165145372# US (San Jose)
 Dial by your location
 +1 408 638 0968 US (San Jose)
 +1 669 900 6833 US (San Jose)

3. RFP Deadline for Questions: ---April 21, 2020 before 4PM (PDT)

Any questions regarding RFP COSB IT #2020-01 must be directed to COSB IT's point of contact, Sacramento Villicana, at svillicana@cosb.us. Questions submitted must state the following in the subject line: "RFP COSB IT #2020-01 – Questions." Respondents are strongly encouraged to consolidate their questions into one email.

4. RFP Inquiry Answers:

---April 27, 2020 before 4PM (PDT)

COSB IT staff will research any questions received by the April 21, 2020 deadline, and post responses on the county website at www.cosb.us on or before April 27, 2020 before 4PM (PDT).

5. Deadline for Submitting Proposals:

---April 30, 2020 11 AM (PDT)

To be considered responsive, Respondent must submit to Sacramento Villicana, at svillicana@cosb.us, one (1) electronic copy in .pdf format, containing a Proposal in response to RFP COSB IT #2020-01 no later than April 30, 2020 11AM (PDT).

6. Selected Finalist Notified:

---May 6, 2020 4PM (PDT)

COSB IT will review the Proposals that are submitted by April 30, 2020 at 11AM (PDT), and then select Respondents to be recommended to the Board of Supervisors. COSB IT will announce and notify Respondents no later than May 6, 2020 and will negotiate a contract with the selected Finalist to be presented to the Board of Supervisors at its regularly scheduled meeting on May 19, 2020.

7. Contract Approved:

---May 19, 2020

8. Work Commences:

---May 20, 2020

Questions Concerning RFP COSB IT #2020-01/No Contact Provision

Questions concerning any portion of this RFP COSB IT #2020-01 shall be directed in writing via e-mail to the official point of contact for this RFP, Sacramento Villicana, at svillicana@cosb.us. Questions must be received **no later than 4PM (PDT) on April 21, 2020**. Questions submitted must state the following in the subject line: "RFP COSB IT #2020-01 – Questions." It is strongly encouraged that each Respondent should consolidate their questions into one email. Respondents are hereby notified not to contact any other member of County staff or the Board of Supervisors in regard to their Proposal, except as provided herein, until such time as a contract has been awarded. Failure to abide by this requirement may be cause for the rejection of the Respondent's Proposal.

Clarification and Addenda to RFP

It is incumbent upon each Respondent to carefully examine the scope of services and other specifications, terms and conditions for this RFP. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email through the designated COSB IT staff liaison Sacramento Villicana at svillicana@cosb.us. COSB IT shall not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional

information can be given.

If it becomes necessary to revise or amend any part of this RFP, a good faith attempt will be made to notify all prospective Respondents via email. All addenda will be posted on the County of San Benito's website at www.cosb.us.

Presentations by Respondents

The County, at its discretion, may ask any Respondent to make a virtual presentation and/or demonstration without charge. The County reserves the right to require any Respondent to demonstrate to its satisfaction that the Respondent has the fiscal and technical ability to perform the requested services. The demonstration must satisfy COSB IT, who shall be the sole judges of compliance.

SECTION 4: SCOPE OF PROFESSIONAL INFORMATION TECHNOLOGY (IT) SERVICES

The Respondent, for the County's benefit, shall provide professional Information Technology (IT) support services, to be reflected in requested work orders from COSB IT. The following needs have been prioritized by the COSB IT and shall be completed by the Contractor. Respondents shall provide tier rates for the following support services, as part of their Proposals:

- Tier 1 Routine IT Support Services: Service Request: Routine
Contractor will work with COSB IT, partnering agencies, and services provider agencies to provide the following routine IT support services:
 - a. Email and related systems (monitoring, trouble shooting, security, optimization, redundancy, disaster recovery); and
 - b. Network and WiFi (Access Point) solutions (monitoring, trouble shooting, security, optimization, redundancy, disaster recovery).
- Tier 2 On-Call IT Support Services: Service Request: Low
Contractor will work with COSB IT, partnering agencies, and services provider agencies, to provide the following IT support services on an on-call/as-needed or scheduled basis, regarding monitoring and maintaining the entire County Data Network, and providing any recommendations to improve or optimize the network functionality, security, redundancy, and disaster recovery:
 - a. VMware and physical systems;
 - b. Active Directory and Azure optimization and related services;
 - c. Infrastructure, cybersecurity systems, and disaster recovery services;
 - d. Data and voice infrastructure services support (Cabling: CAT3 or higher, fiber: Single Mode, Multi Mode); and
 - e. Training opportunities throughout the implementation of applied solutions to the COSB IT team.

- **Tier 3 On-Call IT Administrative Support Services: Service Request Medium**
Contractor will work with COSB IT, partnering agencies and service provider agencies, to provide the following IT administrative support services on an on-call/as-needed or scheduled basis, regarding troubleshooting and applying any COSB IT approved recommendation set forth by the Respondent to the entire County Data Network, and ensuring effective security solutions:
 - a. All Virtual and physical systems updates, upgrades, maintenance and disaster recovery;
 - b. Confirm backup jobs of critical systems are complete and signoff;
 - c. Provide general network infrastructure support: cybersecurity, redundancy and optimization;
 - d. Provide extended network security support, troubleshoot with county IT and County contracted vendors (note: this contract is intended for professional services only - recommended hardware changes and system applications will be created in separate contracts for each project, and County IT has the discretion to separate the professional support services for each project); and
 - e. Provide training opportunities throughout the implementation of applied solutions to the COSB IT team.

- **Tier 4 Scheduled Special IT Project/Activity Support Services: Service Request Scheduled**
Contractor will work with COSB IT, partnering agencies and service provider agencies, to provide scheduled special IT projects/activities support services that require key subject matter experts to complete:
 - a. Scheduled service activities/requests are to be submitted a minimum of 72 hours prior to the scheduled activity/request.

- **Tier 5 High Priority/Emergency IT Support Services: Service Request High Priority/Emergency**
Contractor will work with CSOB IT, partnering agencies and service provider agencies to provide high priority/emergency IT support services, on an on-call/as-needed basis, to assist with onsite support in an effort to ensure all major functions and data are available/operable for critical/all business processes, including but not limited to County Data Network, and ensuring effective security solutions:
 - a. Afterhours IT Support/On-Call Support: Contractor will work with CSOB IT to provide on-call, as-needed support services, after regular business hours, including weekends.
 - b. IT Disaster Recovery Support: Contractor will work with County IT to provide remote and/or onsite support on an IT Disaster Recovery Support Emergency activation until confirmed processes are available/reestablished.

The above list is not meant to be exclusive, but to provide a guide as to the types of services that may be requested by COUNTY IT and provided by the Contractor.

All information and data pertaining to accounts, passwords, network address, network routing, network diagrams, vendor support contracts and contracts, licenses and licenses keys, hardware and software is the property of San Benito County. If the Contractor possesses knowledge of these items that the County does not have, Contractor shall share the information with the County at COSB IT's request. Since it is agreed that the above information is County-owned property, the information will be provided at no charge. Contractor shall maintain the confidentiality of all such information.

Any contract awarded, based on this RFP COSB IT #2020-01 will be a non-exclusive contract. Nothing contained herein shall preclude the County from retaining other contractors to provide the same or similar professional services specified herein.

SECTION 5: PROPOSAL CONTENTS

Proposal Closing Date and Time

Respondent must submit one (1) electronic copy in .pdf format of its Proposal in response to RFP COSB IT #2020-01, to Sacramento Villicana, at svillicana@cosb.us, no later than 11 AM (PDT) on April 30, 2020. Proposals received after this date and time will not be considered.

Proposal Format

Each Respondent shall submit an electronic .pdf format Proposal that includes sufficient information to enable COSB IT to fully evaluate the capabilities of the Respondent and the proposed approach to providing the specified services. Proposals shall be formatted as 8 1/2" by 11" portrait pages. Terms and conditions differing from those in this RFP shall be cause for disqualification of the Proposal.

Proposal Organization

Proposals shall include the following information, separated into parts and appropriately labeled:

Part 1 – Letter of Interest

Each Proposal shall include a letter of interest in submitting a Proposal signed by an official authorized to bind the Respondent.

Part 2 – Respondent's Information

Each Proposal shall provide a brief introduction of the Respondent and any sub-consultants, including the size of the firm, the number of years in business, availability to perform the services requested, brief history, office location(s), and contact information, including mailing address, telephone number, email address, and website, as well as the telephone number(s) and email address(es) of the primary contact person(s).

Each Proposal shall provide any certifications held by the Respondent. and other pertinent information, including a description of the certification and how it will add value to COSB IT.

Part 3 – Qualifications of Project Team and Staff

Each Proposal shall include a staffing plan, with applicable staffing resumes, which clearly illustrates the organizational structure proposed to accomplish the management, technical services that are required to fulfill the *Scope of Professional Information Technology (IT) Services* (Section 4 to this RFP). The Proposal shall identify a project manager and staff members who will be involved with providing technical resources to fulfill service requests. The Proposal shall highlight how the project manager and staff members are qualified to provide the services requested.

Each Proposal shall provide any certifications held by the employees and other pertinent information, including a description of the certification and how it will benefit COSB IT. COSB IT's preferred certifications/partnerships/experience is with: Cybersecurity, Network, Monitoring, Project Management, Microsoft, VMware, Dell, Exchange, and Office 365.

If sub-consultant(s) will be utilized, the staffing plan shall identify all sub-consultant(s) and staff, including resumes. If the Respondent has more than one office, the Proposal shall identify the location of the office where each staff member is located and how the resources of each office will be used and tracked (e.g., time).

Part 4 – Respondent Experience and References

Each Proposal shall list and describe up to three (3) references within the last three (3) years for which the Respondent has provided the same or similar services being requested in the *Scope of Professional Information Technology (IT) Services* (section 4 of this RFP). If applicable, the Respondent shall also describe how it previously approached transitioning to be the new IT consultant/provider for a client. Each example must include the name and address of the client for whom the work was completed, the number of employees/workstations, and Network Operation Centers within the organization, and the name and telephone number of a contact person at the client's organization.

Part 5 – Understanding of Scope of Services

- Each Proposal shall demonstrate the Respondent's understanding of the services required in the *Scope of Professional Information Technology (IT) Services* (section 4 of this RFP). The Proposal shall discuss: The approach to meeting COSB IT's expectations of the Respondent within the *Scope of Professional Information Technology (IT) Services* for Tier 1, Tier 2, Tier 3, Tier 4, and Tier 5 support:
 - the process for COSB IT to communicate issues or get help;
 - available support hours, customer service, and any observed holidays;
 - the number of staff that would be available to respond to various issues or tier levels;
 - the service request escalation process;
 - the process for tracking, logging, and managing issues; and

- any on-demand troubleshooting/solution(s) available for COSB IT to call or email Respondent to assist and remote into the system during the call to resolve the issue.

If the Respondent has helpdesk services or customer service, state whether there is an ability to begin working on issues immediately (on demand), and describe the approach and process, including issues that can be resolved through the helpdesk or customer service, as compared to the issues that require elevated services.

Describe response times (remote and onsite) for service requests identified in the following Service Response Time And Cost Table, which may become part of the contract.

Service Response Time and Cost Table					
Service Request	Impact Scope	Priority/Tier	Minimum Remote Response Time	Onsite Response Time ^{*1}	Cost Rate per Hour
High Priority / Emergency	High Priority/Emergency IT Support Services (Section 4 of this RFP)	5			
Medium	On-Call Administrative IT Support Services (Section 4 of this RFP)	3			
Low	On-Call IT Support Services (Section 4 of this RFP)	2			
Scheduled ^{*2}	Scheduled Special IT Project/Activity Support Services (Section 4 of this RFP)	4	Special _____	Special _____	
Routine	Routine IT Support Services (Section 4 of this RFP)	1			Monthly Flat Fee Amount:

^{*1}. Onsite response time shall include travel time needed to get to the facility.

^{*2}. Scheduled service activities/requests are to be submitted a minimum of 72 hours prior to the scheduled activity/request.

*Note: This contract is intended for professional services only. Recommended hardware changes and system applications will be treated as a separate contract for each project.

Part 6 – Minimum Standards for Service Coverage

Each Proposal shall include any minimum standards required for the COSB IT environment to meet, including hardware, operating systems, licenses, antiviruses, firewalls, networks and

switches, encryption, and cabling, and shall indicate any needs for COSB IT to change the current IT environment to meet the minimum standards.

Part 7 – Selection Process – Minimum Conditions

Each Proposal shall include an explanation of how the Respondent will meet the minimum conditions outlined in RFP COSB IT #2020-01, SECTIONS 5: PROPOSAL CONTENTS and 6: SELECTION PROCESS.

Part 8 – Cost

Each Proposal shall complete the price Proposal in the Service Response Time And Cost Table set forth in Part 5 – Understanding of Scope of Services of this RFP, and shall provide additional details regarding the Tier type service support 1-5, as described in Part 5 and in SECTION 4: SCOPE OF PROFESSIONAL INFORMATIONAL TECHNOLOGY (IT) SERVICES, of this RFP. Each proposal shall provide the following information:

- flat monthly fee(s) for routine services identified as Tier 1 Routine IT Support Services;
- standard hourly rate(s) for items not considered to be special IT activities/projects, with an explanation of the services to be charged at this/these rate(s);
- flat fee(s) for any services not included within any of the tiers, such as consulting fees or standby costs, with an explanation of the services charged at the flat-rate fee(s);
- cost of offsite services, including hourly rate(s) and travel fee(s); and
- any one time set-up fees or transition costs;

Proposals shall not include costs of licenses/software renewals, or hardware upgrades. The County will make these purchases and pay these costs separately.

Fees and rates are not subject to re-negotiation after contract execution.

COSB IT will evaluate the total rate/cost for the Respondent.

Part 9 – Required Forms

The original Proposal must be signed by an official authorized to legally bind the Respondent to its provisions and shall contain a statement that the Proposal shall remain valid for at least ninety (90) calendar days from the deadline for submitting Proposals.

Respondents shall provide all information and documents described in this SECTION 5: PROPOSAL CONTENTS to this RFP, and shall complete and submit the forms set forth in SECTION 8: FORMS to this RFP, with each Proposal:

Disclosure of Proposal Content

All Proposals shall be held confidential to the extent permitted by law from parties other than the County until the contract is approved by the Board of Supervisors. The County is governed by the requirements of the California Public Records Act.

Respondent's Responsibility

A Respondent, by submitting a Proposal, represents and understands that:

1. The Respondent is familiar with the conditions under which this contract must be performed. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County; and
2. It is understood, and the Respondent agrees that the Respondent shall be solely responsible for all services provided. It is the responsibility of the Respondent to verify the completeness of the requirements and its suitability to provide the services described in this RFP.

SECTION 6: SELECTION PROCESS

The Respondent(s) must meet the following minimum conditions:

1. the Respondent must have relevant IT professional service experience;
2. the Respondent must have the hardware trained and software trained technicians, and subject matter experts necessary to perform the scope of services in an accurate and timely manner;
3. the consulting team must include qualified professional IT personnel;
4. the consulting team must include background checks of qualified professional IT personnel;
5. the Respondent must have a satisfactory record of performance;
6. the Respondent must have the legal ability to contract with with the County;
7. the Respondent must have a satisfactory record of integrity; and
8. the Respondent must have a satisfactory record of performance with state or local government agencies.

Selection Committee Review and Short-Listing

COSB IT will review all Proposals submitted according to the requirements of this RFP, and develop a short list of Finalists.

The short-listed Respondents may be invited for Oral Interviews and may be asked to give an Oral Presentation including a Question and Answer session regarding the Respondent's past work, capabilities and project approach. Short-listed Respondents will be given up to fifteen (15) minutes for their presentation and up to fifteen (15) minutes to answer questions from the County. The Respondent's Project Manager and other key staff must be present during oral presentations.

COSB IT shall discuss the overall merits of each Proposal and make a final recommendation, to be

presented by COSB IT to the Board of Supervisors.

In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate should contact the County Administration staff office to request assistance no later than 48 hours prior to any meeting, at (831) 636-4000.

SECTION 7: FINAL SELECTION AND CONTRACT NEGOTIATIONS

COSB IT will enter into contract negotiations with the highest-ranked Respondent. It is COSB IT's intent to commence final contract negotiations with the Respondent(s) deemed most advantageous to COSB IT following the evaluation criteria specified elsewhere in this RFP. Should the most qualified Respondent or consulting team and COSB IT fail to successfully negotiate a final contract for professional IT services, then the County reserves the right to enter negotiations with the next most qualified candidate for performance of the work.

The County reserves the right, however, to conduct contract discussions with any Respondent possessing a realistic possibility of contract award, including making a request for additional information and request for "best and final" offers, and/or to negotiate contract terms with several Respondents simultaneously and, thereafter, to award a contract to the Respondent offering the most favorable terms.

The County is not bound to accept a Proposal solely based on the lowest price. In addition, the County reserves the right to cancel this RFP, to reject any and all Proposals, to waive any and all informalities and/or irregularities in any Proposal or the RFP process, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interest.

COSB IT has allocated for IT Professional Services – Support Tier 1-5 and all their sub-items for an amount not to exceed \$150,000 per year for a three-year term, in the total amount not to exceed \$450,000. Hardware replacements and license/software purchases and renewals are budgeted on a separate cost basis.

The RFP process is considered concluded when a letter is sent to all participating consultants indicating which Respondent will be recommended for Board approval. The Respondent recommended is not a final selection and no contract is certain until approved by the San Benito County Board of Supervisors. This RFP does not commit the County of San Benito to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for Professional IT services.

Length of Contract:

The initial term of the contract will be for a (36) months term. The contract may be renewed on the anniversary date for one (1) additional thirty-six (36) month term.

Professional Services Agreement:

Upon successful reference checks, evaluations and receipt of all required documents, a contract must be

executed by both parties. The Respondent to be recommended for Board approval will be expected to sign the County's standard services contract, attached to this RFP as Exhibit F, with other terms and conditions specified in this RFP incorporated therein. Submittal of a Proposal shall constitute concurrence with the terms and conditions set forth in the County's standard services contract and in this RFP. *Respondents should not respond to this RFP if they cannot agree to the County's standard contract terms and conditions.*

Respondent Eligibility:

It is a basic tenet that the County's contracts are procured in a fair, open, and competitive manner. The County requires that consultants representing the County be free of conflicting professional or personal interests. The successful Respondent will be required to file the Fair Political Practices Commission's Form 700, as required by the County's Conflict of Interest Code. Respondents shall complete the Debarment and Suspension Certification attached as Exhibit G to this RFP, and shall notify the County within 30 days after a conviction of a contract crime applicable to it or any officers, directors, executives, shareholders active in management, employees, or agents of its affiliates.

Applicable Law:

The laws of the State of California shall govern this RFP COSB IT #2020-01 and any resulting contract.

SECTION 8: PROPOSAL FORMS

This section includes forms for the following items:

Exhibit A: Respondent Fact Sheet

Exhibit B: Customer References

Exhibit C: Designation of Subcontractors

Exhibit D: Non-Collusion Statement

Exhibit E: Debarment and Suspension Certification

Exhibit F: County's Standard Services Contract

Exhibit G: Price Proposal

OFFICIAL PROPOSAL FORM:

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for Proposals, for the costs stated and in conformance with the scope of services and other specifications, requirements, terms and conditions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The Respondent is to consider the estimated number of hours as only a ball park figure based on prior history for the same services.

Complete the following forms including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

Have you complied with all specifications, requirements, terms and conditions of this Proposal?

☐ Yes ☐ No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the County of San Benito to other municipalities, districts or jurisdictions (political subdivisions)?

☐ Yes ☐ No

If discounts quoted herein are offered to other political subdivisions, additional delivery charges if any, must be negotiated between that political subdivision and the Supplier.

Executed in _____, California, on _____, ____

Signature_____ Title_____

Print Name _____

Name of Company _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Date_____

I declare under penalty of perjury that I have not been a party with any other Respondent to offer a fixed cost in conjunction with this Request for Proposal.

Name of Contractor: _____

Contractor's License #: _____ Type: _____ (as applicable)

Contractor is a: ☐ Resident ☐ Non-Resident of California

- A completed W9 Taxpayer form will be required from an awarded vendor not on the County's vendor list.

END OF EXHIBIT A

EXHIBIT B — CUSTOMER REFERENCES

List and submit with this Proposal three (3) customer references within the last three (3) years, for whom you have furnished the same or similar services.

1. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____
2. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____
3. Company Name: _____
 Address: _____

 Contact Person: _____
 Telephone No.: _____

END OF EXHIBIT B

EXHIBIT C — DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Sub-Contractor. A Sub-Contractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no Sub-Contractors, please state "NONE".

SUBCONTRACTORS		
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent Signature: _____	Date: _____
Respondent's Name & Title (Print): _____	

END OF EXHIBIT C

EXHIBIT D — NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
Name

_____ of _____
Position/Title Company

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

Signature

END OF EXHIBIT D

EXHIBIT E — DEBARMENT AND SUSPENSION CERTIFICATION

- 1) The Respondent certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, and local) terminated for cause or default.
- 2) The Respondent also certifies that, if Respondent later becomes aware of any information contradicting the statements of paragraph (1) above, Respondent will promptly provide that information to the County.
- 3) If the Respondent is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Respondent, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Respondent shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date

Signature

END OF EXHIBIT E

**EXHIBIT F—COUNTY STANDARD SERVICES CONTRACT TO BE EXECUTED BY
THE COUNTY AND THE SUCCESSFUL RESPONDENT**

The following is a copy of the Standard Contract used by the County for contracting with consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful Respondent. *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____
("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____,
unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- | | | |
|-----|--|----------|
| (a) | Comprehensive general liability insurance: | \$ _____ |
| (b) | Professional liability insurance: | \$ _____ |
| (c) | Comprehensive motor vehicle liability insurance: | \$ _____ |

6. Termination.

The number of days of advance written notice required for termination of this contract is _____.

7. Specific Terms and Conditions (check one)

- ☐ There are no additional provisions to this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Hollister, California 95023

Telephone No.: _____

Telephone No.: _____

Fax No.: _____

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: _____

Name: _____

Chair, County Board of Supervisors

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Date: _____

ATTACHMENT A

Scope of Services

{insert scope of services}

To be inserted after best qualified proposer has been selected.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$_____, or
- ☐ a total sum not to exceed \$_____.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional

liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the

possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this

contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in

paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall

be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C

ATTACHMENT D
Specific Terms and Conditions

{Insert Specific Terms & Conditions.}

END OF ATTACHMENT D

END OF EXHIBIT F

EXHIBIT G — PRICE PROPOSAL

COSB IT has allocated an amount not to exceed \$150,000 per year for a three-year term, for a total amount not to exceed \$450,000, for Professional Information Technology (IT) Services, Tiers 1-5 and all sub-items. Hardware replacements and license/software purchases and renewals are budgeted on a separate cost basis.

Indicate Standard Rates for Tier 1-5 Support:

Price Proposal Table		
Support Hours -	Professional Service Tier Type	Professional Service Hourly Rate *
Monthly Rate	Tier 1 – Routine	
Business Hours	Tier 2 – Low	
Business Hours Plus Remote Afterhours	Tier 3 – Medium	
Business Hours/Scheduled Afterhours/Weekends	Tier 4 - Special Projects	
Business Hours/ Afterhours/Weekends	Tier 5 – High Priority	
Emergency 24Hrs-7Days	Tier 5 – Emergency	

*Specify a flat monthly rate, rather than an hourly rate, for Tier 1 services

Any fee(s) for any services not included within any of the tiers, such as consulting fees or standby costs, with an explanation of such service fees or costs: \$_____

Provider of onsite support and cost for travel time and lodging: _____ and \$_____

Any one time set up fees or transition costs not included in the fees set forth above: \$_____

END OF EXHIBIT G