



County Clerk-Recorder Elections Division

Request for Proposals Temporary Staffing Services

RFP Publication Date: September 3, 2015

RFP Submission Deadline: September 25, 2015 – 4:30pm

RFP 24-16

Issued by:
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COUNTY OF BUTTE
REQUEST FOR PROPOSALS – TEMPORARY STAFFING SERVICES
Butte County Clerk-Recorder, Elections Division

INTRODUCTION

The County of Butte is seeking a firm to provide Temporary Staffing Services for the Butte County Clerk- Recorder, Elections Division (County).

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

BACKGROUND

The County has contracted with Temporary Employment Agencies for hiring temporary staff for Seasonal Election Workers, Seasonal Elections Instructors, and Field Inspectors. The temporary staff are to serve on a seasonal part-time basis in accordance with the Job Specifications provided by County in this RFP.

SCOPE OF SERVICES

Overview: Firm shall provide temporary Seasonal Election Worker, Seasonal Elections Instructor and Field Inspectors who will serve on a seasonal part-time basis in the positions of Process Clerk, Office Assistant, Warehouse Specialist, Field Inspector, and Seasonal Elections Instructor during the peak cycle of elections performing such functions as data entry, customer service related duties, assembling precinct kits, processing vote by mail ballots, assembling vote by mail ballot packets for mass mailing, signature verification on state/local petitions and voted ballot return envelopes, inventory of election supplies/equipment, pack and distribute election supplies/equipment, and to perform related duties as assigned. Seasonal Elections instructors shall coordinate, instruct, and perform classroom training for all poll workers including field inspectors. Field Inspectors serve as technical support troubleshooters on Election Day and are assigned a driving route that covers numerous polling place locations.

Firm will need to provide a large pool of temporary employees available during a limited time period. Staffing is determined every Election depending on workload and varies greatly with each position, but generally ranges from one (1) to fifty (50) with the majority being hired within one-two weeks prior to an Election. The duration of employment varies greatly with each position, with some working as few as three (3) days and others up to one (1) month, with the exception of a few warehouse and office staff who may work intermittently as needed for more months.

Firm shall provide all interviewing, screening and testing services, along with payroll and any other services necessary to provide County with temporary staffing.

Distinguishing Characteristics: Temporary staff are required to work on a seasonal, part-time basis only for very limited durations of time based upon County departmental needs. Temporary staff may be required to work on a shift basis that may include evenings and weekends and up to approximately twenty-two (22) hours on Election Day. Temporary employees shall be employees of Firm at all times not County during any and all assignments.

Firm shall:

- Interview, screen and test temporary employees for County assignments that match the job descriptions the County has supplied to Firm;
- Perform criminal background screening on assigned temporary employees prior to reporting to work for County;
- Require Firm temporary employee(s) to possess a valid California Department of Motor Vehicle (DMV) driver's license, if required by County for assignment;
- Assign Firm temporary employees according to County requirements;
- Firm shall provide all payroll services to temporary employees.
- Firm shall pay all temporary employees the wages set by County and provide benefits that Firm offers temporary employees if applicable.
- Pay Firm's temporary employees a mileage stipend to compensate Firm temporary employee(s) use of their own vehicle for Election assignment. Firm shall pay mileage stipend at the current Internal Revenue Service (IRS) reimbursement rate;
- Firm shall track all temporary employees' hours, and allow no more than ninety (90) days temporary employment per temporary employee to be in compliance with government code.
- Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill Firms obligations for unemployment compensation (e.g., FUTA, SUTA);
- Provide Workers' Compensation coverage and benefits for Firms temporary employees;
- Maintain Firm temporary employee's personnel and payroll records related to their employment by Firm;
- Comply with all laws, rules or regulations applicable to providing temporary staffing services;
- Require Firms temporary employees to agree in writing to protect the confidentiality of County proprietary information;
- Require Firms temporary employees to comply with all rules and policies of County (e.g., those relating to premises access and security);
- Provide Firms temporary employees with County rules, policies and procedures and required forms for retention by County.
- Firm shall use the following Job Descriptions when interviewing, testing and screening temporary employees for County assignments:

SEASONAL ELECTION WORKER:

Summary: To serve on a seasonal basis during the peak cycle of an election performing such functions as data entry, assembling precinct kits, processing absentee ballots, and assembling absentee ballots for mass mailing, keeping inventory of election supplies and equipment, pack and distribute election supplies and equipment, and to perform related duties as assigned.

Distinguishing Characteristics: Temporary employees are required to work on an extra help, seasonal, part-time basis only for very limited durations of time based upon departmental needs. Temporary employees may be required to work on a shift basis that may include evenings and weekends and up to approximately twenty-two (22) hours on Election Day.

Essential Job Functions: Essential functions, as defined under the Americans with Disabilities Act, may include any of the following

tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

PROCESS CLERK

- Prepare and compile outgoing absentee ballots; sort returned absentee ballots.
- Act as the opening board for returned absentee ballots.

Required Knowledge and Skills

- Knowledge of proper English usage, spelling, grammar, and punctuation.
- Knowledge of alphabetical and numerical sequencing.
- Ability to learn office rules, methods and policies.
- Ability to read and write the English language.
- Ability to work cooperatively with those contacted in the course of work.
- Ability to communicate effectively and tactfully in both oral and written form.
- Ability to understand and carry out oral and written directions.
- Ability to perform simple arithmetical calculations.
- Ability to maintain the confidentiality and security of sensitive information and files
- Ability to perform repetitive tasks for long periods at a time.
- Ability to lift or transport objects.

Education, Experience, Certifications and Licenses

- Any combination of education and experience that would provide the required knowledge and abilities is qualifying.
- Must successfully pass a background check.

OFFICE ASSISTANT

- Performs customer service related duties; provides information and assistance to customers and others having business with the department; assists customers with applications, government forms and other documents; answers phones; determines nature of the calls; responds to requests for information within the span of authority; routes calls to appropriate individuals to handle inquiries and complaints; takes and delivers messages.
- Assists with computer work as required.
- Assists with election process as required.
- May check and alphabetize records.
- Operates office equipment including computer, typewriter, photocopy machine, etc.

Required Knowledge and Skills

- Knowledge of proper English usage, spelling, grammar, and punctuation.
- Knowledge of alphabetical and numerical sequencing.
- Knowledge of modern office methods and procedures.
- Knowledge of operating principals of automated computer systems or data entry equipment.
- Ability to read and write the English language.
- Ability to understand and carry out oral and written directions.
- Ability to perform basic arithmetical calculations.
- Ability to perform routine clerical work.
- Ability to learn office rules, methods and policies.
- Ability to learn applicable terminology and regulations.
- Ability to work cooperatively with those contacted in the course of work.
- Ability to communicate effectively and tactfully in both oral and written form.
- Ability to maintain the confidentiality and security of sensitive information and files.
- Ability to perform repetitive tasks for long periods of time.
- Ability to lift or transport objects.
- Skill in establishing and maintaining cooperative working relationships with the public, elected officials, County employees, special interest groups, advocates, and representatives from other city, county, state and Federal agencies.
- Skill in working independently and as a team member, maintaining composure, and working effectively in a high-pressure environment with changing priorities.
- Skill in assessing and prioritizing multiple tasks, projects and demands.

Education, Experience, Certifications and Licenses

- A High School Diploma or GED equivalent
- One (1) year of clerical or secretarial experience required. An Associate's Degree or a Certificate of Achievement in computer applications, business management, office assistant or legal office assistant from an accredited college or university may be substituted for the required experience.
- Possession of a recent (less than 1 year old) valid certificate as proof of required typing skills at 45 net words per minute is required

and must be submitted at time of application.

- A valid State of California driver's license is required.
- Must successfully pass a background check.

WAREHOUSE SPECIALIST

- Assembles equipment and supplies
- Distributes supplies and equipment; operate personal vehicle throughout county.
- Maintains, verifies, and loads supplies and equipment.
- Assists with the destruction of voter registration or election materials.
- Assists with the overall maintenance of the warehouse.
- Perform additional duties as assigned.

Required Knowledge and Skills

- Knowledge of the principles of inventory controls and record keeping.
- Knowledge of general safety and safe driving practices.
- Knowledge of proper English usage, spelling, grammar, and punctuation; alphabetical and numerical sequencing.
- Ability to read and write the English language.
- Ability to understand and carry out oral and written directions.
- Ability to perform arithmetical calculations.
- Ability lift or transport objects.
- Ability to perform repetitive and routine tasks.
- Ability to work cooperatively with those contacted in the course of work.
- Skill in maintaining accurate records of inventories and supplies received and issued.
- Skill in filing numerically and alphabetically.
- Skill in prioritizing multiple tasks, projects and demands.
- Skill in interacting with people of different social, economic, and ethnic backgrounds.
- Skill in following and effectively communicating verbal and written instructions.
- Skill in establishing and maintaining effective working relations with co-workers.
- May be required to lift and carry heavy items weighing up to 65 pounds.

Education, Experience, Certifications and Licenses

- A High School diploma or equivalent GED certificate.
- Must successfully pass a background check.
- A valid State of California Driver's license is required.
- Depending on area of assignment, a Forklift Operator's certificate may be required.

WAREHOUSE SPECIALIST, SENIOR

- Logs and tracks inventory and assets through computer.
- Verifies accuracy and condition of shipments received; logs received orders in computer; organizes and restocks warehouse; maintains warehouse inventory and records.
- Assembles supplies and equipment.
- Distributes supplies and equipment; operate personal vehicle throughout county.
- Maintains, verifies, and loads supplies and equipment.
- Assists with the destruction of voter registration and election materials.
- Perform additional duties as assigned.

Required Knowledge and Skills

- Knowledge of basic office applications (Word, Excel).
- Ability to navigate within computer programs.
- Knowledge of proper English usage, spelling, grammar, and punctuation; alphabetical and numerical sequencing.
- Ability to read and write the English language.
- Ability to understand and carry out oral and written directions.
- Ability to perform arithmetical calculations.
- Ability to lift or transport objects.
- Ability to perform repetitive and routine tasks.
- Ability to work cooperatively with those contacted in course of work.
- Knowledge of the principles of inventory controls and record keeping.
- Knowledge of general safety and safe driving practices.
- Knowledge of warehouse maintenance techniques and practices.
- Knowledge of manual and automated record keeping systems.
- Skill in maintaining accurate records of inventories and supplies received and issued.
- Skill in filing numerically and alphabetically.
- Skill in prioritizing multiple tasks, projects and demands.

- Skill in interacting with people of different social, economic, and ethnic backgrounds.
- Skill in following and effectively communicating verbal and written instructions.
- Skill in establishing and maintaining effective working relations with co-workers.
- May be required to lift and carry heavy items weighing up to 65 pounds.

Education, Experience, Certifications and Licenses

- A High School diploma or equivalent GED certificate.
- Two (2) years of work experience required. One (1) year of industrial, warehouse or operations experience is preferred.
- Must successfully pass a background check.
- A valid State of California Driver's license is required.
- Depending on area of assignment, a Forklift Operator's certificate may be required.

FIELD INSPECTOR:

Summary: Field Inspectors serve as troubleshooters on Election Day and are assigned a driving route that covers numerous polling place locations. Field Inspectors shall attend two days of classroom training, to learn procedures for the Field Inspector position. On the day before the Election Field Inspectors are be deployed to assist Precinct Officers with the set-up of polling places. Duties on Election Day include following a predefined route, in personal vehicles (mileage reimbursed), of polling places to ensure proper ADA compliance, compliance with elections rules, security, and assistance with polling place procedures. Field Inspectors are also dispatched by radio to problem calls, to assist with, and verify the resolution.

Work Schedule

Thursday before Election Day:	8hrs (8am – 5pm)
Friday before Election Day:	8hrs (8am – 5pm)
Day before Election Day:	8hrs (1pm – to approximately 10pm)
Election Day	19- 21 hrs. (starting at 5:30am)

Job Functions

- Attend two days of class room training.
- Assists poll workers with polling place setup and take down.
- Follows a predefined route of polling places to provide technical support on the electronic voting equipment.
- Provides procedural support to poll workers.
- Monitors polling places to ensure compliance with election laws and security.
- Monitors polling places to ensure voter accessibility.
- May be called upon to fill in for missing poll workers.
- May be needed to assist voters.
- May be needed to assist at receiving centers, or warehouse on election night.

Miscellaneous Requirements

- Must be presentable and professional.
- Ability to navigate within computer programs.
- Ability to read and write the English language.
- Ability to understand and carry out oral and written instructions.
- Must have excellent communication skills.
- Must attend 2 days of class room training.
- Must work day before election, late afternoon thru evening.
- Ability to work very long hours on Election Day.
- Must have reliable vehicle for job assignment.
- Knowledge of general safety and safe driving practice
- Position requires standing and/or walking for long periods of time, and part of the time with bending, stooping, squatting, twisting, or reaching.
- Require light physical effort which includes frequent lifting or transporting up to twenty-five (25) pounds and occasional lifting or transporting up to sixty-five (65) pounds.
- Must execute Constitutional Oath.
- No felony convictions.
- Must submit proof of automotive insurance, and DMV driving certificate.

SEASONAL ELECTIONS INSTRUCTOR

Summary: Under direction of the County Clerk-Recorder the Seasonal Elections Instructor coordinates, instructs and coaches the formal classroom training for all appointed Election Day workers.

Distinguishing Characteristics: Incumbents are required to work on an extra help, seasonal, part-time basis only for very limited durations of time based upon departmental needs. Incumbents may be required to work on a shift basis that may include evenings and weekends and up to approximately twenty-two (22) hours on Election Day.

Essential Job Functions: Essential functions, as defined under the Americans with Disabilities Act, may include any of the following tasks, knowledge, skills and other characteristics. The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

- Presents, demonstrates, and conducts group and individualized training and re-training programs in a variety of subjects.
- Presents class lectures using computer aided presentations or other methods of presentation and maintains the focus of attendees.
- Provide lessons that are easy to understand and succinct.
- Use Bloom's Taxonomy during instruction so that the material is presented in a logical, clearly defined manner that allows for directed questions.
- Provide all participants with enough information to successfully perform duties as assigned.
- Reviews the overall class objective at the beginning and at the end of each training session.
- Provide a progress report about the instructional process to the department head or assistant department head.
- Setup room with all items needed during training & re-set room neatly for the next class.
- Setup and operate laptop/projector, advance power point with remote; use microphone to project voice.
- Flexibility to perform other duties as requested; work overtime as needed – including weekends or holidays.

Required Knowledge and Skills

- Ability to work with a wide range of people.
- Ability to communicate information clearly.
- Ability to read and write the English language.
- Ability to provide oral and written directions.
- Ability to perform basic arithmetical calculations.
- Ability to perform routine clerical work.
- Ability to learn office rules, methods and policies.
- Ability to learn applicable terminology and regulations.
- Ability to work cooperatively with those contacted in the course of work.
- Knowledge of proper English usage, spelling, grammar, and punctuation.
- Ability to communicate effectively and tactfully in both oral and written form.
- Ability to maintain the confidentiality and security of sensitive information and files.
- Ability to present information in an informative, non-threatening manner that allows for questions and answers from the members in attendance.
- Ability to coach, evaluate and maintain a positive learning environment.
- Ability to facilitate and lead groups.
- Ability to professionally represent the County Clerk-Recorder in all interactions.
- Skill in establishing and maintaining cooperative working relationships with the public, elected officials, county employees, special interest groups, advocates, and representatives from other city, county, state and federal agencies.
- Skill in working independently and as a team member, maintaining composure, and working effectively in a high-pressure environment with changing priorities.
- Skill in assessing and prioritizing multiple tasks, projects and demands.
- Skill in planning, organizing and coordinating work.
- Skill in providing a lesson plan that meets the needs of the County Clerk-Recorder and the people involved in all parts of a successful election.
- Skill in analyzing and evaluating training needs and effectiveness and make appropriate recommendations.

Education, Experience, Certifications and Licenses

- A valid California Teacher's Credential.
- A minimum of 5 years teaching experience in the public school system or equivalent.
- Knowledge of computers, printers, Smart Boards and other technical equipment.
- A valid State of California driver's license is required.
- Must be a registered voter.
- Must successfully pass a background check.

Environmental Factors and Conditions/Physical Requirements

Firm temporary employee(s) will perform work inside buildings; work in the heat or in the cold; work alone or closely with others; work in confined spaces; use fingers or both hands; perform work while standing or sitting; must be able to communicate verbally with co-workers and other individuals; be able to hear well; must be able to see clearly and up close; position may require the incumbent to stand or walk part of the time with bending, stooping, squatting, twisting, reaching, working on irregular surfaces; may require light physical effort which includes frequent lifting or transporting up to twenty-five (25) pounds and occasional lifting or transporting up to sixty-five (65) pounds or more.

Equipment and Tools Utilized

Standard equipment includes motor vehicle, personal computer and standard office equipment. Warehouse Specialists may use hand tools, small power equipment and forklift.

County shall:

- Place orders with Firm describing the type of work requested, specific duties to be performed, skills required, hourly salary rate, and any other requirements;
- Be responsible for controlling the environment in which Firm temporary employees perform their work, the details of their work, and their work product;
- Provide Firm temporary employees with a safe and suitable workplace and provide Firm with prompt notice of any injury suffered by a temporary employee;
- Use Firm temporary employees only in assignments that match the job descriptions that are provided to and approved by Firm;
- Provide adequate internal controls, supervision, and instructions for Firm temporary employees, and be responsible for their conduct when they are at the County worksite;
- Comply with duties imposed on it by law, rule or regulation;
- Provide Firm with copies of all County rules, policies and required forms for Firm to provide to temporary employees during Firm orientation;
- Review and approve, by signature or electronic means, a record of time worked by Firm's temporary employees. County shall also designate a representative to approve the record.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. County Contact Person:

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

Brian Fridrich
Butte County Clerk-Recorder
Elections Division
25 County Center Drive, Ste. 110
Oroville, CA 95965-3361

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

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter

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

2. Table of Contents

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

3. Firm Capabilities

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

- a. **Background and Experience.** In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the firm's demonstrated experience in developing Temporary Staffing Services.
- b. **Key Personnel.** Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.
- c. **Scheduling.** Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

4. Firm's Experience Summary

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

5. Work Plan

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

6. Cost

Please provide a breakdown of Firm's cost for the following salary rates provided by County, including time and a half and double time overtime rates. County shall determine the salary rates for each classification at the time of recruitment.

Salary Rate:

\$10.00 per hour	\$17.00 per hour
\$11.00 per hour	\$18.00 per hour
\$12.00 per hour	\$19.00 per hour
\$13.00 per hour	\$20.00 per hour
\$14.00 per hour	\$21.00 per hour
\$15.00 per hour	\$22.00 per hour
\$16.00 per hour	

Please also provide the cost for criminal background screening, if separate, and methods by and extent to which the background checks are conducted and any other applicable costs.

Mileage stipend to compensate Firm temporary staff for use of their own vehicle(s) for Election shall be paid by Firm at the current Internal Revenue Service reimbursement rate.

7. Draft Scope of Work

Firms should submit a draft Scope of Work that is intended to be incorporated as Attachment III in the resultant contract.

SELECTION PROCESS

The selection committee may include representatives from the Butte County Clerk-Recorder, Elections Division. The criteria for selecting the firm recommended for selection by the Board of Supervisors is provided below:

- (1) Reputation and Experience. Does the firm have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the firm have sufficient experience in the kind of work required?
- (2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- (3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (4) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms.
- (5) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

COUNTY NOTICES

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

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

- A. All work performed for County, including all documents associated with the project, shall become the exclusive property of County.
- B. County reserves the right to:
 - 1. Reject any or all submittals;
 - 2. Request clarification of any submitted information;
 - 3. Waive any informalities or irregularities in any qualification statement;
 - 4. Not enter into any contract;
 - 5. Not to select any firm;
 - 6. Cancel this process at any time;
 - 7. Amend this process at any time;
 - 8. Interview firms prior to award;
 - 9. Enter into negotiations with one or more firms;
 - 10. Award more than one contract if it is in the best interest of the County;
 - 11. Issue similar RFPs or RFQs in the future; or
 - 12. Request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by County.
- E. Firms that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Butte County General Services Contracts Manager, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.538.7261. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

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

MODEL CONTRACT

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

DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by Firm does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Firm as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Firm's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Firm agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before 4:30 p.m. on Friday, September 25, 2015.

Exhibit A

STANDARD CONTRACT

Greater than \$25,000.00

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

VARIABLE INFORMATION TABLE					
Term of This Contract (Complete Dates in Just One of the Following Three Rows)					
<input checked="" type="checkbox"/> Below	Term Begins		Term Completion Date		
<input type="checkbox"/>	On Following Date		<input type="checkbox"/>	On Following Date	
<input type="checkbox"/>	Upon Date Notice to Proceed Received		<input type="checkbox"/>	Calendar Days Following Receipt of Notice to Proceed	
<input type="checkbox"/>	Upon Last Date Executed by County		<input type="checkbox"/>	Calendar Days Following Execution of Contract by County	
County Department			FOB Point		
Terms	Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)				
Price 0	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Annual Price	<input type="checkbox"/> Monthly Price	<input type="checkbox"/> Hourly Rate	
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			County Contact Information		
Contractor			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Facsimile			Facsimile		

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

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

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

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Attachment III – Scope of Work

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

Typed or Printed Name

Signature

Date

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

COUNTY

CONTRACTOR

Doug Teeter, Chair Date
Butte County Board of Supervisors

Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE,
SUBJECT TO BUDGETARY APPROPRIATION
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By Date

By Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

**ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS**

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

A. MINIMUM SCOPE OF INSURANCE

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance - As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

B. MINIMUM LIMITS OF INSURANCE

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

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

- a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

E. ACCEPTABILITY OF INSURANCE CARRIERS.

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

F. VERIFICATION OF COVERAGE.

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

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

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

ATTACHMENT III SCOPE OF WORK

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

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

CONTRACTOR RESPONSIBILITY

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

Contractor Tasks:

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

Contractor Milestones:

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

Meetings:

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

Contractor Reports :

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

Other Contractor Deliverables :

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

Contractor Compensation:

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

payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. It is not possible to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]

COUNTY RESPONSIBILITY

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