

COUNTY OF YUBA
REQUEST FOR QUALIFICATIONS

Human Capital Management, Payroll and Timekeeping System



DUE DATE:

September 24, 2012
By 2:00pm P.S.T

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NOTICE TO RESPONDENTS/CONSULTANTS

PROJECT: HUMAN CAPITAL MANAGEMENT, PAYROLL AND TIMEKEEPING SYSTEM

Responses shall be received at the following:

**County of Yuba
Administrative Services, Purchasing Division
915 8th Street, Suite 119
Marysville, California 95901**

Responses are due: **September 24, 2012; no later than 2:00pm PST**

General Project Description: The following is a qualifications appraisal request for a software system to do Payroll, Timekeeping and Human Capital Management for Yuba County. Yuba County has approximately 900 employees, and also provides services for the courts employees, adding another 55 employees. We further track benefits for a 'sister' organization adding another 50 employees. Selection of a partner to provide these services shall be done in a two phased approach. This qualifications appraisal will be used to select qualified partners who will then be asked to submit a proposal for completing the actual project.

All project documentation and addenda will be posted online at the following address.
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>.
All addenda, corrections, or additional bid documents will be posted no later than 72 hours prior to bid closing. Consultants are responsible for ensuring that their response includes any changes or additions made by Addendum. These Addenda, if applicable, will be emailed and/or mailed to the contact provided on the attached Notice of Intent to Respond.

Project Timeline:

August 31, 2012	Request for Qualifications packet of information distributed.
September 7, 2012	Bidder Conference / conference call – Q & A session
September 14, 2012	Deadline for respondents to review materials and submit any questions.
September 24, 2012	Responses to Request for Qualifications due to Yuba County Administrative Services by 2:00 p.m.
October 2012	County will select the top qualified Respondents who meet the technical requirements. The selected respondents will then be asked to make oral presentations summarizing their technical capabilities to County representatives by month end. County will then select the top respondents from whom to solicit pricing.
November 2012	County will issue a Request for Proposal to solicit pricing and additional information from the identified qualified respondents.
December / January	The County of Yuba will select a partner, complete contracting process, and begin work.

Inquiries/Questions: Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Qualifications. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted online and shared with all participants, applicants and Consultants. Andrea's contact information is: email aarmstrong@co.yuba.ca.us , fax 530-749-7884. Andrea's contact phone number is 530-749-7880

I. Project Vision

Acquisition of a robust human resource, payroll and time-keeping data management tool that will ensure the accuracy and timeliness of data used in County-wide decision making processes. Increase our ability to project and forecast short and long term costs for planning purposes. Streamline and automate redundant and time-consuming processes using employee self-service and workflow efficiencies.

II. Project Goals

- Automate collection of data and use of self service modules where possible.
- Increase automation of business processes, in Human Resources, as well as in Payroll and timekeeping functions.
- Eliminate redundancies and inaccuracies in the timekeeping and reporting process.
- Provide quality projection and scenario planning tools.
- Ability to easily create and modify management reports in real time.
- Acquire a solution that is scalable and appropriate for a small county.
- Obtain a solution that is simple to use and affordable to maintain.

III. Process Overview

The County intends to do a qualification appraisal of a system to perform payroll, timekeeping and human capital management (HCM) information for all employees of the County, and supported organizations, in a 'two step' process.

It is our intention to conduct a review of potential system capabilities for "best fit" to the County's unique needs. This review, as defined in Section IX - Evaluation Criteria, will encompass a review of your response to this Request for Qualifications. From that review the committee will determine the top candidates (short list) to offer the opportunity for a presentation of system overview, a demonstration of system capabilities and how your system can address the County's requirements defined below. Subsequent to the presentations, the County will issue a more narrowly-focused Request for Proposal to this short list to solicit additional information and to request pricing.

IV. Requirements or "Must Haves"

Like most organizations, Yuba County has unique needs. In addition to a general overview of your system and its abilities, we would like you to specifically address your ability to articulate these specific requirements. The County would like to see a *high level overview* of your ability to address these challenges and would then expect a *detailed* demonstration of this ability during your presentation.

Requirements of the HCM, Payroll, and Timekeeping function:

1. Employees must be able to enter and submit time electronically
 - a. Time entry and calculations must be customizable by:
 - i. The department for which time is being recorded
 - ii. Function being performed (i.e., Grant Administration)
 1. Project or Program for which costs are being incurred (i.e., Grant title)
 - a. Possible sub task (i.e., case work, report preparation)
 - iii. Multiple work schedules, including flex schedules
 1. To include 9-80, 4-10 and all forms of shift work
 2. Must take into consideration *public sector* wage order and overtime regulations which may differ from state or federal laws applicable to the private sector
 - iv. Accrued leave type
 - v. Protected leave category (FMLA/CFRA/PDL)
 - vi. FLSA status
 - b. Each time entry should have a free-form notes section for notes specific to that entry.
 - c. Timesheet approval should be by electronic work flow with customizable approval levels.
 - i. We would prefer the approval process to be through an employee self service module.
 - d. Timekeeping module should fully integrate with HR and Payroll module.
2. Ability to track and run reports on use of protected leaves such as FMLA/CFRA.
 - a. Intermittent and lump sum time:
 - i. Employer parameters for eligibility are customizable,
 - ii. Can be updated in self service module with time tracking,
 - iii. *Prefer* ability to use user defined fields (this is not mandatory, only preferred).
3. The ability to apply multiple longevity index tables with multiple tiers.
4. Ability to track multiple retirement formulas.
 - a. Multiple tiers within multiple formulas.
5. Tracking of all benefits and insurances for employees and dependants:
 - a. Rate tables per geographic area and/or age banded rate,
 - b. Rate tables must have ability to calculate premiums,
 - i. For employee:
 1. Could differ by bargaining unit
 2. Hire date
 3. Classification
 - ii. For employer:
 - iii. Calculate increases for forecasting purposes
 1. Ability to calculate aggregate increases over life of a contract (i.e., assume 6% increase per year for 3 years).
 - iv. Dependant and employee fields must be calculated.
 - c. Ability to audit and reconcile to billing, Cobra rates, timelines and notifications.

6. Ability to perform table / mass updates for items such as:
 - a. Cola's (based on bargaining unit),
 - b. Salary schedule changes,
 - c. Benefit changes.
 - d. Find and replace (i.e., change of job title countywide for a certain classification).
7. The ability to create workflows for transactions;
 - a. Time off requests,
 - b. Customizable for different types of transactions and different levels of employees,
 - c. Reminders or notifications of something pending in workflows,
 - d. New Hire and Terminated employees.
8. An Employee Self Service module:
 - a. Using permissions, we should be able to change the view of the supervisor.
 - i. Would be best if multiple passwords and logins weren't required.
 1. Supervisors should be able to change "view" (toggle between employee view and supervisors function view).
 - b. Compensated Absence Balances/Accrued time;
 - i. Employees should be able to view their own compensated absence balances.
 - ii. Managers should be able to view balances for those employees under their supervision.
 - c. Employees should have the capability to make changes to information such as address, withholdings, direct deposit information, etc. through the self service application.
 - d. Dashboard design:
 - i. Ability to post items on dashboard for employees to review and acknowledge,
 1. Policy developments, changes, etc.
 - ii. Track changes to employee demographic data;
 1. Track historical changes.
 2. Track dependant demographic data if different.
 - e. Should enable automation of many administrative processes and streamline practices.
9. System Security:
 - a. Ability to easily change and customize permissions 'in house.'
 - i. By class, title, job function.
10. Robust ability to do budget forecasting;
 - a. Ability to cost out contracts for union groups during negotiations,
 - b. Salary and benefit costs over time,
 - c. Employee benefit costs over time,
 - d. Ability to drill down (similar to a pivot table) information .
11. Audit Trail of items both entered and approved.
12. Multiple User Defined fields in each module;
 - a. Electronic document link.
 - b. Photo record storage.

13. Report Writing requirements:

- a. Reporting feature must be simple and easy to use.
 - i. Must have many “canned” reports out of the box.
 - ii. Must have the ability to create ad-hoc reports that:
 - 1. Are in real time,
 - 2. Perform user defined calculations,
 - 3. Use multiple tables (i.e., to avoid duplication of efforts, tables must be able to “talk” for reporting and daily work within modules),
 - 4. Can be downloaded to Microsoft Applications (i.e., Excel, Word or PDF),
 - 5. Historical data for metrics and trend lines,
 - 6. Ability to drill down (similar to a pivot table) report information ,
 - 7. Show current organizational charts (and that update with position changes).

14. Ability to run budget scenarios using multiple tables.

- a. For example, estimate budget costs for a future fiscal year using data from salary and benefit tables.
 - i. Any scheduled increases for items are accounted for (i.e., a salary increase scheduled for some point in that fiscal year).

15. Position Control:

- a. Funding/un-funding/partial year funding;
 - i. Tables need to interact or “talk” for scheduled increases for the timeframe being considered.
 - ii. Ability to determine the cost of a position based on date of anticipated fill.
 - iii. Track historical position data.

16. Ability to track data by “company” or separate organization.

- a. i.e., Superior Courts.

17. Recruiting module:

- a. Requisition process tied to self service module;
 - i. Approvals tracked electronically,
 - ii. Ability to track requisition life cycle,
 - 1. Open
 - 2. Applicant pool
 - a. Source codes (i.e., website, employee referral)
 - 3. Testing/interview/rank scores
 - 4. Create letters out of the system OR download data to Word for applicant notification process
 - 5. Disposition of applicant pool
 - 6. Expense tracking
 - 7. Ability to track Recruitment process and status (timelines etc.)

18. EEOC tracking and reporting.

19. Tracking of employee training and expirations related to:

- a. Certifications,
- b. Licenses,
- c. Specific classifications or positions;
 - i. Ability to run reports to determine training needs due to change in classification or expiration of training or license.

20. Must be compatible with ADP Payroll module (we will consider vendor's payroll module as well, but we may still require payroll processing to occur through ADP).

- a. Ability to calculate salary beginning with a base and applying multipliers.
 - i. For example, employee pay is base salary times applicable index rate (index rate could be component of hire date and longevity).
- b. Ability to flag different components of pay.
 - i. Some tags should be user defined;
 1. For example, pre tax, post tax, "PERSable"

21. Please detail in the response your firms' approach to:

- a. Data transfer during implementation and ongoing,
- b. The implementation process, to include;
 - i. Estimated timeline,
 - ii. Time requirement of County Staff;
 1. HR
 2. Payroll
 3. Other
- c. End user training.
- d. Required commitment from County's IT Staff;
 - i. Initial & Ongoing.

V. Technology Requirements

Please detail your requirements and expectations for whatever County IT systems would be necessary (if any) to support your offering (i.e., systems, software, storage, etc.).

VI. General Requirements:

Insurance: As a condition of award, the successful bidder will be required to provide insurance certificates prior to the execution of the agreement by the County as outlined in Exhibit E – Insurance Requirements and subsequent Contract Documents.

Personnel/Subcontractors: Respondents must identify subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract. In addition, no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County.

Background Checks: County may require background checks at their discretion. County typically *will* require background checks of any personnel with unrestricted access to county physical sites, or requiring logon access to County computer systems. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of back ground check differs depending on where the check is initiated, but is typically less than \$100 per person.

Contract Term and Project Expected Start Dates: The term of the agreement resulting from this solicitation will be 3 years with two one-year extensions at the county's option. The contract is expected to start as early as practically possible following selection.

References: Each bid shall contain a minimum of three (3) references (name, title, address and phone number) of whom the County may contact to verify services rendered or currently being provided. Public Agency referrals are preferable. You may either use Exhibit C or your own format. If you choose not to use Exhibit C, please provide the same data requested. Include a brief description of the level and type of services you provide to each.

Implementation Plan: The County would look for the vendor to provide their recommendation as to a realistic implementation timeline as part of this response, and would look for a draft of this timeline to be included in your response. The County will expect a detailed project implementation plan to be completed within 30 days of contract signing.

Bidder's Statement: The attached Bidder's Statement Form (Exhibit A) must be completed and included in the bid.

General Provisions:

- 1) The consultant must demonstrate they have the technical expertise, experience, facilities, capabilities and financial resources necessary to support the project in a satisfactory manner.
- 2) Part of the selection process will include a credit check and financial evaluation of the business.
- 3) Selection will be made by a County Evaluation Team. The Evaluation Team will schedule presentations and software demonstrations by respondent's key personnel. County may choose to interview all respondents, or only a short list of respondents based on the review of the paper submission, at the County's option. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the respondents.
- 4) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.

Standard Provisions:

- 1) Consultant shall designate one person or representative of the Consultant who is authorized to act on its behalf with respect to this specified work.
- 2) The Consultant shall provide sufficient personnel to perform all work in accordance with the specifications.

- 3) Consultant should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- 4) Contactors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured and issue and additional insured endorsement in amounts requested by County and maintain such insurance during term of contract as defined in Exhibit E – Insurance Requirements.
- 5) No personal responsibility will attach to a County employee for the premature opening of a response not properly addressed and identified.
- 6) The County will not be responsible for any costs incurred by a respondent in preparing and submitting a response, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.
- 7) The County may, at its option, request a 60 – 90 day technical evaluation of the system to conduct a real-time test of its capabilities. It is understood this could be a compensated test.

By submitting a bid, the Consultant acknowledges that he/she has thoroughly reviewed all bid documents as made available online at the web address indicated above. Any failure by the Consultant to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the Consultant on the basis of the information made available by the County.

Access to Public Information Act Notice

Any respondent shall give specific attention to the clear identification of those portions of its response that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed in the California Public Records Act, Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48.

Respondents are advised that, upon request for this information from a third party, the County is required to make a determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in your response.

VII. Bidder conference / review session

On September 7, 2102, the County will host a Bidders Conference / conference call to discuss our requirements and address any questions you may have. You may participate in person or by conference call. Attendance is optional.

Date: September 7, 2012
Time: 10:00 a.m.
Physical location: Wheatland Conference Room
Yuba County Government Center
915 8th St
Marysville, CA 95901

Call-in number: 1-866-212-0875
Participant Passcode: 9355638

VIII. Submission Instructions

Responses should include the following sections and details.

1. *A Title Page*, including the name, address, and phone number of the bidder's contact person and the name and address of the vendor.
2. *Table of Contents*
3. *Cover Letter / Executive Summary*
Including a brief statement as to the proposers understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement.
4. *Statement of Qualifications* to include:
 - a. A company/personal profile outlining its history, experience, size, and affiliations.
 - b. Proof of continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).
 - c. CV or resume of staff that will be assigned to the implementation of our project.
5. *Signature* of the person authorized to commit the vendor.
6. *Body of Response* – **Please limit this section of your response to fifteen (15) pages**
The purpose of the response is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide services in conformity with the requirements of this request for qualifications. As such, the substance of responses will carry more weight than their format or manner of presentation. It should specify an approach that will meet the requirements of the request for qualifications and should address all the points outlined in this request in the "Must Haves" section. The response should also demonstrate the qualifications of the vendor and of the particular technician(s) to be assigned to this

engagement. The response should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this request for qualifications.

7. *References*

Please provide references from three clients of similar size with whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced. If your solution offers multiple modules, please indicate which modules each client is using. And please include the size of the client's organization. You may either use Exhibit C or your own format. If you choose not to use Exhibit C, please provide the same data requested.

8. *Implementation*

Please provide your recommendations for an anticipated implementation timeline, and a draft implementation schedule.

9. *Exhibits*

Please make sure Exhibits A and B are included and complete.

- a. Also include an affirmation that you have read and understand Attachment B; Confidentiality Provisions.

IX. Evaluation Criteria

The County reserves the right to cancel this Request for Qualifications for any reason without any liability to any Consultant or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County may select any Option or combination of Options offered in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all responses at its sole discretion.

The contract, if / when ultimately awarded, will be awarded to a Consultant whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine responsiveness, capability and responsibility:

1. Demonstrated ability of the firm to provide support, training, and reporting.
2. Consultants' understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms and requirements of the RFQ which may include:
 - a. Reference, credit and other pertinent checks,
 - b. Qualifications of the professional personnel who would be assigned to the project measured by experience and education.
4. Fiscal soundness of firm.
5. Completeness and professionalism of submission.

6. County will require presentations/demonstrations as part of selection process of all vendors or of a shortlist of vendors.
7. Submissions which are deemed incomplete may be eliminated as not being responsive.
8. Upon selection, county may negotiate final terms of contract with selected partners so that contract and scope and pricing of said scope are clear to all parties involved and within budget.
9. The County may, at its option, request a 60 – 90 day technical evaluation of the system to conduct a real-time test of its capabilities. It is understood this could be a compensated test.
10. 'Responsiveness' means a Consultant who has submitted a response that conforms to the solicitation documents in all material aspects.
11. A responsible Consultant shall mean a partner who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
12. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.

Thus the result will not ultimately be determined based solely on price. Although price will a factor, the County will consider awarding the contract(s) to the Consultant that meets the best interest of the County as interpreted by the County.

This is a **SAMPLE** of the evaluation criteria form. The actual criteria will be developed by the Evaluation Committee **prior** to any opening and review.

HRIS Qualifications Appraisal – Submission Opening and Review

Rating Criteria are stated below. Circle your rating based on the following: A low number indicates a submission that lacks the requirements of those criteria set forth for that section; A high number indicates the submission meets and/or exceeds those criteria as set forth for that section.

Responsiveness: Completeness of their submission, meets criteria as set forth in the request.	1 2 3 4 5 6 7 8 9 10
Quality of References: Review of references demonstrates vendor responsiveness, quality support, experience.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15
Qualifications: Submission shows an understanding of County needs and the provider's ability to meet the County's unique requirements.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15
Professional Appearance: Submission shows that their response is presented in a clear, logical, organized manner.	1 2 3 4 5 6 7 8 9 10
General Qualifications Statement: Statement is clearly defined, meets the program requirements as set forth in the request, and has significant details of the project and how they plan on meeting the objectives of the project.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15
Clearly demonstrates an understanding of the project expectations, goals and needs of the County.	1 2 3 4 5 6 7 8 9 10
Rater's overall impression of this firm as a partner for this project. (1- don't see this firm as a viable partner 10- think this firm would be a wonderful partner)	1 2 3 4 5 6 7 8 9 10
Fiscal Stability: Based on information in submission for vendor's annual sales or billings for the last 5 years	1 2 3 4 5 6 7 8 9 10
Government Experience	1 2 3 4 5
Total Points (out of 100 points possible)	

EXHIBIT A – BIDDERS STATEMENT

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFQ and any addendums. Any failure by the bidder to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our response. RFQs that do not acknowledge addendums may be rejected.

Addendum#	Initials

COMPLETE LEGAL NAME OF COMPANY

BUSINESS ADDRESS

PHONE NUMBER

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

FEDERAL IDENTIFICATION NUMBER

DUNS NUMBER

THIS FORM TO BE COMPLETED BY CONSULTANT AND INCLUDED IN THE BID.

EXHIBIT B – LIST OF SUBCONTRACTORS

Mark one of the boxes below:

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE CONSULTANT AND INCLUDED IN THE BID.

EXHIBIT C – LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____

Name and Address of Client

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

Brief description of work performed:

2. _____

Name and Address of Client

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

Brief description of work performed:

3. _____

Name and Address of Client

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

Brief description of work performed:

THIS FORM TO BE COMPLETED BY CONSULTANT AND INCLUDED IN THE BID.

EXHIBIT D
NOTICE OF INTENT TO RESPOND FORM

To ensure that you receive all addendums, Conference notes and/or updates, the following information must be emailed to the Purchasing Administrator at: aarmstrong@co.yuba.ca.us or faxed to 530-749-7884

All questions and inquiries must also be submitted via email to this address. All responses will be shared with all who have submitted this form as well as posted on our internet site:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

Company Name: _____

Mailing Address: _____

Primary Contact Address: _____

Primary Contact Email: _____

Primary Contact Phone: _____

Secondary Contact Email: _____

Secondary Contact Phone: _____

Addenda and questions/answers will be sent via email to both primary and secondary contacts.

EXHIBIT E
INSURANCE REQUIREMENTS

Insurance Requirements for Contractor/Consultants

Contractor/Consultant shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor/Consultant, his agents, representatives, employees or subcontractors. If Contractor/Consultant fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor/Consultant.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Errors & Omissions Insurance

Minimum Limits of Insurance

Contractor/Consultant shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Professional Errors and Omissions | \$1,000,000 | per occurrence |

If the Contractor/Consultant maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor/Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the Contractor/Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor/Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor/Consultant's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor/Consultant'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/Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

Waiver of Subrogation

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all worked performed by the Contractor/Consultant, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the County.

Verification of Coverage

Contractor/Consultant shall furnish the County with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County

before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor/Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

EXHIBIT F
CONFIDENTIALITY PROVISIONS AND STATEMENTS

1.0 INTRODUCTION

For the purposes of carrying out a contract for Professional Services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and <><> (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

2.0 DEFINITIONS.

- 2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.
- 2.2 PERSONALLY IDENTIFIABLE INFORMATION** is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.
- 2.3 BREACH** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any Confidential Information.

3.0 BACKGROUND.

The COUNTY maintains Confidential Information to perform functions, activities, and/or services directly related to the administration of a social service program. Such Confidential Information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of Confidential Information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for Confidential Information can limit the potential exposure of Confidential Information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or Breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or Breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

4.0 PROVISIONS.

- 4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.
- 4.2** The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:
 - 4.2.1** Securing all areas where Confidential Information is maintained and/or stored;
 - 4.2.2** Utilizing all industry standard encryption and methodology through which Confidential Information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption —not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;
 - 4.2.3** Limiting the removal of Confidential Information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;
 - 4.2.4** Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;
 - 4.2.5** Not leaving Confidential Information unattended or accessible to unauthorized individuals; and
 - 4.2.6** Disposing of Confidential Information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.
- 4.3** Confidential Information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.
- 4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

- 4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.
- 4.6** If there is an incident involving theft, loss, compromise, and/or Breach of Confidential Information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.
- 4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

4.8 NOTIFICATION OF BREACH.

- 4.8.1** Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.
- 4.8.2** Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:
Rick Gilmore, Information Security Officer
Phone: (530) 749-7880
Email: rgilmore@co.yuba.ca.us
Fax: (530) 749-7884
- 4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:
- (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);
 - (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information (PII), Personal Health Information (PHI) and/or Confidential Information;
 - (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;
 - (d) A description of the probable causes of the improper use or disclosure; and
 - (d) Whether any state or federal laws requiring individual notifications of breaches are triggered.

4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's Confidential Information.

4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the Confidential Information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's Confidential Information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing Confidential Information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

5.0 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

[to be executed with contract]

(Signature)

(Print Name and Title)