



A Tradition of Stewardship
A Commitment to Service

Request for Proposal

Planning, Building and Environmental Services
Scanning Project

RFP Number PBES 111501

Release Date: November 3, 2015

~~Due Date: November 25, 2015~~

Revised Due Date: December 18, 2015

For information: Barb Ruffino
Staff Services Analyst
Planning, Building and Environmental Services
(707) 253-4417
barb.ruffino@countyofnapa.org

A. Background

The County of Napa Planning, Building and Environmental Services Department (“County”) is requesting proposals from qualified consultants and/or firms for a scanning project which includes document preparation (removal of staples and clips, etc), scanning and indexing/release into the Department’s electronic document management system. The proposal shall include collection, scanning, indexing and secure storage of department paper files for a determined amount of time, with the expectation that upon directive by the County, the documents will ultimately be destroyed via shredding. The selected firm shall provide a complete chain of custody report and a Certificate of Destruction certifying and witnessing as to the verity and date of said destruction, wherein documents are rendered unreadable, indecipherable and otherwise cannot be reconstructed.

The County intends to award a contract with the most qualified consultant and/or firm to complete this document conversion project in a manner that meets County’s needs and expectations.

Responses must be submitted as detailed below, no later than the date and time stated in the RFP. No late proposals will be accepted.

B. Objective of the Request for Proposals

1. Obtaining information from qualified consultants and/or firms as to their respective qualifications and capabilities as related to converting the Department’s paper files into electronic files.
2. Evaluating a proposal that provides the best value and most practical way of indexing the electronic documents such that they are searchable in the Department’s electronic data management system by a predetermined set of document types.
3. Developing an understanding and agreement upon certain terms and requirements that may form the basis of a contract for services.

C. Schedule for the RFP Process*

November 3, 2015	Request for Proposal released
November 13, 2015*	Questions due by 5:00p.m.
November 18, 2015	Answers to questions published
November 25, 2015*	Responses due by 5:00p.m.
November 30-December 11, 2015	County review period.
December 14-22, 2015	County staff to interview top two or three candidates and visit facilities for tour.
January 4, 2016	Respondent selected for recommendation for contract- notifications sent out.
January 12, 2016	Contract presented to Board of Supervisors for approval & Contract Start Date

*Changes to these dates may be made by written addenda

D. Submission Process and General Conditions

1. Respondents should submit one (1) signed original and three (3) copies of proposal to:

Barb Ruffino, Staff Services Analyst
Planning, Building and Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559
barb.ruffino@countyofnapa.org

No electronic copies will be accepted.

2. Deadline for submitting proposals: November 25, 2015 at 5:00pm.
3. By submitting a proposal, the respondent represents and warrants that:
 - (a) The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.
 - (b) The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County of Napa.
4. All costs of preparation of proposals including travel for any interviews scheduled shall be borne by the respondents.
5. All proposals become the property of the County of Napa. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the proposer unless they are not submitted in a timely manner.
6. Proposals will become a public record and available for release to the public upon selection of a successful respondent and release of notification of an Intent to Award. All proposals received shall be public records with the exception of those elements of any proposal which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the California Public Records Act or otherwise by

law, the County shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold County harmless for any such disclosure.

7. The County reserves the right to award an agreement without further competition based on the responses received to this RFP.
8. The County reserves the right to request additional information not included in this RFP from any or all respondents after November 25, 2015.
9. The County reserves the right to contact references not provided in the submittals.
10. County reserves the right to incorporate its standard language into any contract resulting from this Request for Proposal. The County's standard Professional Service Agreement (PSA) template is attached (see Exhibit C) for review.
11. The County reserves the right to reject any and all proposals or any part of a proposal if it is determined it is not in the best interest of the County.
12. An individual who is authorized to bind the proposing firm contractually shall sign the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned Proposal shall be rejected.
13. The County may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The County may reject the proposal of any proposer who is in default of the payment of taxes, or other monies due to Napa County.
14. Respondents are directed to review the County's insurance requirements as detailed in the attached draft PSA (Exhibit C) and are required to submit a written statement with their proposal indicating their willingness and ability to meet all of the County's insurance requirements.

Respondents who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Management Officer.

Failure to meet the County's insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

15. It is recommended that proposals be submitted on paper that is made from at least

30% recycled content and be submitted on paper that is printed on both sides (duplex).

E. Modification or Withdrawal of Qualifications

At any time prior to the specified time and date set for the RFP due date, a designated representative of the responding agency may withdraw the submission provided that such person provides acceptable proof of his or her identity and such person signs a receipt. No submissions may be withdrawn or returned after the date and time set for final submission.

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions.

NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED UNLESS REQUESTED BY THE COUNTY AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE.

F. Evaluation Process

County will evaluate proposals based on the following:

1. The County will evaluate proposers experience in providing similar services to other entities.
2. The County will look at proposer's compliance with the RFP requirements, especially with regards to the requirements outlined in Exhibit A.
3. The County will evaluate costs associated with the proposal. However, cost is only one factor that County will consider and County is under no obligation to award the contract to the proposal that represents the lowest cost.
4. The proposal evaluation form is attached as Exhibit B.

G. Protests or Objections

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

County of Napa
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

1. The date and action taken resulting in a protest, and
2. Identification of the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

RESOLUTION PROCESS

(a) Informal Resolution. Upon receipt of protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

(b) Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.

(c) The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

APPEAL TO THE BOARD OF SUPERVISORS

(a) In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

(b) The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his behalf, and to present oral and written documents and evidence on the issue.

(c) After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

STAY OF PROCUREMENT ACTION DURING A PROTEST

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the using department and

County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

H. RFP Addenda

Any changes to the RFP requirements and answers to questions submitted in accordance with the timeline in Section C will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum will result in the rejection of the response.

All addenda will be emailed to each identifiable respondent and posted on the County's website with the original RFP.

I. Information Resources

Question about this Request for Proposal shall be referred to:

Barb Ruffino, Staff Services Analyst
Planning, Building and Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559
Email: barb.ruffino@countyofnapa.org
Phone: (707) 253-4471

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. For additional information regarding the services to be provided, please review Attachment A. Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

J. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

K. Organization of Proposal

The proposal will be evaluated by the review committee and shall include, at a minimum, the following information:

Transmittal letter

The technical proposal must contain a submission letter that contains the Contractor's unconditional acceptance of the performance obligations set forth in this RFP. An officer of the proposing entity authorized to bind the Contractor terms must sign this letter.

Company Profile and Information

The proposal should include the following information for the legal entity which can enter into a contract with Napa County:

1. Legal name and address. Indicate the type of entity, date organized and list of officers.
2. Federal Employer ID number for the legal entity above.
3. Complete mailing address and phone number, fax and e-mail of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

Qualifications of the Firm

The proposal should include a description of the firm's qualifying document scanning experience:

1. A listing of names, addresses, telephones, and project leads of agencies where Contractor has completed similar scanning projects.
2. Production Quality Control and satisfaction guarantee on delivered images.
3. Experience related to accessing external county databases and integrating with our existing applications.

Description of proposal and timeline for completing the work

The proposal should describe how the firm will coordinate the entire project from file pick up through electronic document delivery to the Department's electronic data management system including interim file review needs, document storage and final document destruction.

Cost Proposal

The cost proposal should include the estimated cost for completion of the scanning project based upon the parameters included in Appendix A.

L. Local Vendor Preference

Napa County has a local vendor preference which covers the acquisition of requested services. Local vendors will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal; unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County. Where appropriate, out of county vendors are encouraged to subcontract with qualified local vendors.

M. Review of Proposals

Qualifications including specific experiences and successes, references, fees and familiarity with services requested will be evaluated. The committee will invite up to the top three proposers for a subsequent interview as well as the opportunity for County to visit each facility and operation. Through this proposal process, interview and facility tour, the committee will determine which proposal best meets the needs and requirements of the County.

Exhibit A

The County will purge, organize and code documents in all files before pick up by the selected firm. County will place all coded documents back in the associated file and place files in boxes for transport. It is expected that files will be ready commencing any time after March 1, 2016. County currently utilizes the OnBase electronic document management system.

Each proposal should address the items below:

1. Inventory pick up. File pick up and transport to selected firm's location for processing. Include options for phasing and/or bulk transport.
2. File preparation. County will code documents and use separator sheets between document types in each file. County will not remove staples, clips, etc. or otherwise prepare documents for scanning.
3. Scanning based on firm's equipment and ability to capture the best possible image considering multiple paper sizes, quality and color of paper, and quality of print. The intention is to do the bulk of the scanning in black and white however certain documents make more sense to scan in color. Discuss firm's approach to making determination on color versus black and white and if that is done at firm's discretion unless otherwise specifically noted.
4. Indexing. County requests that the firm have the ability to access existing County databases and integrate with our existing applications. This will require appropriate permissions and securities and the selected firm will have to work with County IT and fill out a VPN and Web Usage Agreement prior to entering a contract with County. The selected firm is expected to either index up to six (6) keywords per document or utilize this integration for more automated indexing such that documents will be released to the electronic document management system appropriately indexed.
5. Test batch for quality control and appropriate indexing. County expects to be able to review an initial batch of documents after scanning, indexing, and release to County's OnBase system for the purpose of confirming accuracy and quality.
6. Quality Control and ongoing accountability. Discuss firm's standard quality control and/or audit process for quality and verifiable completeness of file content.
7. Access to records/Scan on demand/File retrieval for file review requests. Because of the nature of these files it may be necessary to either have a particular file scanned on demand within a given time frame or returned to the County for review. Discuss firm's standard approach to managing access to records during the imaging process and the time frame for which requests will be handled.
8. Storage of documents. It is expected that the documents will be scanned, indexed, and released to the County's OnBase system in real time as the project proceeds. County does not

wish documents to be returned to County after imaging, rather, that documents remain in storage with the selected firm until such time as the County’s approved retention schedule allows for the final destruction of the documents. County expects the documents will have to remain in storage for a minimum of six (6) months after scanning, however the firm should discuss storage costs beyond that time frame. It is further expected that documents will be stored securely in an area that it is not accessible to the general public with at least two (2) barriers to unauthorized access (e.g. external door locks, and internal cabinet locks; or external alarm and interior locking cabinets; or badge control exterior access and interior cabinet locks, etc.)

9. Cost estimate for the above services based on per sheet cost for both standard size file documents (and define what size is considered standard for your specific equipment) and large format drawings. Include estimate for total project cost based on estimate provided below on the total number of documents (both Environmental Health files and Planning/Building files). Actual cost will be charged based on actual number of images scanned.

10. Time frame and availability to begin the project based on firm’s current workload and County’s expectation that files will be ready commencing March 1, 2016.

DOCUMENT ESTIMATION (in inches)

	LARGE FORMAT PLAN DOCUMENTS (inches)	STANDARD SIZE FILE DOCUMENTS (inches)
Environmental Health Files	670	1244
Planning/Building Files	2140	6419

Exhibit B

Napa County Proposal Evaluation Form

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
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Weight X Rating* = Points
(Must Total 100)

		Weight	X	Rating*	=	Points
B.	Cost	25				
C.	Relevant scanning experience, equipment and staff qualifications	20				
D.	Ability to utilize and integrate with County's existing applications and appropriately index and release documents to County's OnBase system as outlined in Exhibit A	25				
E.	Access to records on-demand	10				
F.	Storage and ultimate destruction of documents	10				
G.	Prior relative experience, reference checks	10				
Total (Maximum 500)						

- *5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Fair
- 1 = Poor
- 0 = Unacceptable/Did Not Respond

Exhibit C

PSA Template

NAPA COUNTY AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and _____ **[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD “doing business as _____”; IF THE CONTRACTOR IS A CORPORATION, ADD THE STATE OF INCORPORATION BY SAYING, “a _____ corporation”]**, whose mailing [or business] address is _____, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to _____; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
- 2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto, **[IF THE CONTRACT WAS THE RESULT OF AN RFP**

PROCESS, INCLUDE THE FOLLOWING] in addition to the RFP and CONTRACTOR's proposal, incorporated by reference herein.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rate of **[OR, fixed price of]** _____ **[OR, IF THERE IS MORE THAN A SINGLE RATE OR FIXED PRICE, USE THE FOLLOWING:]** at the rates **[OR, fixed prices]** set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY. **[OR, USE THIS ALTERNATE LANGUAGE:** Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of _____ (\$_____) for professional services and _____ (\$_____) for expenses.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than _____ to the _____ Staff Services Analyst II, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Staff Services Analyst II, upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability

partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) **Liability Insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Department of Planning, Building and Environmental Services prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure

such failure or breach within _____ () days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving _____ () days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least _____ days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

[IF THE TERM OF THE AGREEMENT COVERS MORE THAN ONE FISCAL YEAR, PARAGRAPH 10 ADDITIONAL INFORMATION TO BE INCLUDED HERE]

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY (“County data”), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR’s systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and

such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Planning, Building and Environmental Services
1195 Third St., Suite 210
Napa, CA 94559

CONTRACTOR

[Name]
[Address]

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY’s ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Planning, Building and Environmental Services. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR’s work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as “Protected Information”), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the unauthorized removal of confidential files, documents or devices containing Protected Information from a County facility; the unauthorized transmission of Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff, and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach. All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Planning, Building and Environmental Services.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of

CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of

the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR

hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict.

CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) **Statements of Economic Interest.** CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions. [RESERVED]**

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD “doing business as _____” FOLLOWED BY THE FICTITIOUS BUSINESS NAME]

By _____
[NAME], [Title]

[IF CONTRACTOR IS A CORPORATION, TWO SIGNATURES ARE NEEDED FROM EACH OF THESE 2 GROUPS: 1. PRESIDENT, OR ANY VICE PRESIDENT and 2. SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER. IF ONE PERSON CONCURRENTLY HOLDS OFFICES FROM EACH GROUP, ONE SIGNATURE IS ACCEPTABLE BUT LIST BOTH TITLES OF OFFICE; OR OBTAIN EVIDENCE OF AUTHORIZATION FROM THE CORPORATION FOR A SINGLE PERSON OR POSITION TO SIGN THE CORPORATION'S CONTRACTS.]

By _____
[NAME], [Title]

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
DIANE DILLON, Chair
Board of Supervisors

"COUNTY"

<p style="text-align: center;">APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ County Counsel</p> <p>Date: _____</p>	<p style="text-align: center;">APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p style="text-align: center;">ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

[NOTE: INSERT A DESCRIPTION, PREFERABLY IN OUTLINE FORM, OF THE SERVICES TO BE PROVIDED. IF PAYMENT IS TO BE BY TASKS, THEN THE TASK DESCRIPTION IN THIS EXHIBIT SHOULD USE THE SAME NUMBERING SYSTEM AS THE TASK PAYMENT SCHEDULE IN EXHIBIT “B.” IF CONTRACTOR’S PROPOSAL IS USED AS THE BASIS OF THE DESCRIPTION OF SERVICES, THE TERMINOLOGY IN THE PROPOSAL NEEDS TO BE CONFORMED TO THE TERMINOLOGY IN THE MAIN TEXT OF THE AGREEMENT—FOR INSTANCE, ‘COUNTY’ SHOULD BE USED RATHER THAN “NAPA COUNTY”, “YOU” OR “CUSTOMER” OFTEN SEEN IN PROPOSALS; “CONTRACTOR” SHOULD BE USED RATHER THAN THE VENDOR’S ACTUAL NAME OR ACRONYM, “US”, OR “WE” OFTEN SEE IN PROPOSALS; AND “WILL” SHOULD BE CHANGED TO “SHALL” WHENEVER IT REFERS TO SOMETHING WHICH CONTRACTOR IS REQUIRED TO DO UNDER THE AGREEMENT. IF THE PROPOSAL WAS SENT IN ELECTRONIC FORM, THESE CHANGES CAN BE MADE DIRECTLY IN THE TEXT, AND THE TEXT USED AS THE DESCRIPTION. OTHERWISE, THIS SECTION I OF EXHIBIT “A” CAN READ: “See Attached. For purposes of this Exhibit “A”, references in the Attachment to _____ shall mean _____”, WITH THE BLANKS SHOWING HOW THE TERMINOLOGY SHOULD BE CONVERTED.

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

[THIS EXHIBIT MUST DESCRIBE WHETHER PAYMENT IS FIXED PRICE OR BASED ON AN HOURLY NOT TO EXCEED AMOUNT. IF TRAVEL EXPENSES ARE INCLUDED, THE MAXIMUM PER DIEM AND MAXIMUM LODGING MUST BE SPECIFICALLY SET FORTH.]

EXHIBIT "C"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]

**SAMPLE
 INVOICE**

INVOICE # _____
 DATE: _____

TO:
 [Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:
 [Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					

Addendum No. 1 – Submitted Questions and Answers
November 18, 2015
Planning, Building and Environmental Services
Scanning Project
RFP Number PBES 111501

Q1. Separator sheets and coding. The RFP states that the County will code the files and use separator sheets in preparing files. Will the County be using barcodes or keywords printed on the sheet for separation? Will the separator sheets contain both a separator value and a document type value?

A1. The County will be using both barcodes and keywords on the separator sheet. It is anticipated that there will be two barcodes; one to identify the separator sheet and one to identify the division (Planning, Building or Environmental Health). Contained on each separator sheet will be a template to clearly identify a predetermined set of up to six keyword values.

Q2. The RFP does not state whether the large format files will be scanned and stored as separate documents or if they will be included in the file with the standard size pages. The vendor will need to know either way if they will need to insert the scanned large format pages back into the scanned file.

A2. The large format plan sets will be scanned as separate documents and indexed accordingly by the same predetermined set of keyword values.

Q3. Does the County require OCR – Searchable PDFs or other searchable format (TIFF with Full text index).

A3. Yes.

Q4. Is a site visit possible by vendor to review the documents for conversion prior to submission of proposal? Will sample documents be provided for Proof of Concept? Will a site visit be available to see the documents to be scanned?

A4. Any vendor requesting a site visit to review the files and documents may request to do so before November 25, 2015 at 5:00 PM. Proof of concept will occur during quality control portion of the project, after contract has been awarded. Adequate advance scheduling will be required.

Q5. There will be two or three vendors selected for a facilities tour scheduled after County review. Can the awarded vendor modify or amend proposed services and pricing should out of scope tasks be discovered?

A5. If out of scope tasks are discovered during facilities tour, the top two or three firms selected to advance to this stage will be provided an updated scope of work and the opportunity to modify or amend proposed services and bid.

Q6. Local vendor preference-please explain further-will vendors outside of Napa County not be considered?

A6. Vendors outside of Napa County will be considered. Where otherwise considered equal, a local vendor will prevail. A local vendor will not be selected over a more qualified vendor from outside of Napa County.

Q7. Indexing. Will the County of Napa consider providing an export of their database for off-site indexing at vendor location versus on-line via VPN? Does the search criteria vary or change per document(s)? Is the search criteria for indexing easily identified on the documents?

A7. The County will require VPN and will not provide an export of the data. The keyword values have been predetermined, those will not change. The data for each keyword value will be specific to the documents in the file being scanned and will be easily identified. See A1.

Q8. Will the County of Napa consider accepting import load files in lieu of a direct connection to the County's OnBase Content Management System?

A8. No, the expectation is the selected firm will scan the documents and index directly to the County's OnBase system.

Q9. Volume of Documents. County of Napa lists two types of files – Environmental Health Files & Planning/Building Files. How many document categories are within each type? Are the numbers in the table the number of documents or the number of inches of documents? If inches, what is the estimate of the number of documents per inch? What are the indexing requirements for each category? Can the County provide metadata for these document categories?

A9. The County of Napa actually has two separate banks of files, one is Planning/Building and the other is Environmental Health. There are actually three types of files: Planning, Building, and Environmental Health.

There are multiple document types within each type of file. Planning has identified approximately 45 potential document types, Building has identified approximately 32 potential document types and Environmental Health has identified approximately 33 potential document types.

The numbers in the table are estimation on the number of inches of actual documents (minus the file folder thickness). There is no estimate on the number of

documents (sheets) per inch as that will vary based on document size and type and the unknown of folded pages.

Indexing requirements for each category is up to six keywords per document type. Metadata will be provided for document types.

It is understood that the total cost will be a reflection on actual number of images. This volume information was for the purpose of providing a rough estimate on the size of this project, not for use in determining the absolute number of pages (images) needed.

Q10. Are the large format documents currently folded for storage or lying flat?

A10. The large format documents are currently folded.

Q11. Regarding document pick up, will the documents be boxed up by Napa County and/or be palletized? Will all documents be picked up at one location? Do you have an estimate as to how many boxes there will be for standard size? Regarding large format documents- how will these documents be presented to us? Are they flat, rolled up, in boxes? If they are in boxes how large are these boxes and how many? What is the County's preferred method of pick up (phased or bulk)?

A11. All standard and large size documents will be placed in standard size banker boxes by Napa County and will available for pick up from one location at the office of Planning, Building and Environmental Services. All documents fit in a standard file; plan size documents are folded. No large boxes will be utilized. Vendor is expected to pick up boxes from County, County will not palletize boxes.

Number of boxes has not been estimated as the file clean-up and purging has not yet happened. The County does not have a preference to phased or bulk pick up. If phased, a reasonable expectation would be three phases; Planning boxes, Building boxes and Environmental Health boxes (not necessarily in that order).

Q12. Regarding large format documents- how will these be indexed? How many fields will need to be captured? Is there a percentage breakdown of Drawing Size A,B,C,D,E?

A12. Large format documents will be indexed in the same manner as the standard documents. See Answer A9 for additional information on indexing keyword fields. There is no estimate on how many of each size of the large format plans.

Q13. Are there any color documents? What percentage?

A13. Yes there are color documents. The percentage is unknown. See Exhibit A, Number 3 for additional information on color scanning. We expect the selected firm to provide a proposal based on the information contained therein. The expectation is that the bulk of the documents will be scanned in black and white. Perhaps 25% of the standard size files and 10% of the large plan size documents will need to be in color.

Q14. What format(s) do you want the all of the documents returned in?

A14. See Exhibit A, Number 8. The electronic documents will be returned once released to OnBase appropriately indexed. The hard copy documents will be stored at selected firm's secure facility until directed by County to destroy per requirements outlined in RFP.

Q15. Can sample documents be viewed?

A15. See A4 above.

Q16. Will the larger format docs be mixed in with standard sized docs in a file?

A16. Yes, large and standard size documents are kept together in one file.

Q17. What are the page sizes for 'Large Format Plan Documents' and 'Standard Size File Documents'?

A17. Standard size includes up to ledger size (11x17). Large size documents are any larger than ledger.

Q18. What percent of each page size for Large Size documents and Standard Size documents?

A18. This will not be a known quantity until they go through the scanner and are counted. See also A12.

Q19. What percent of the Standard Format pages are double-sided?

A19. This is unknown, but duplexing will be required.

Q20. Are there color documents?

A20. Yes. See A13.

Q21. What percent of Large and Small format are color documents?

A21. See A13.

Q22. What are the county's requirements for capturing color documents?

A.22. See A13.

Q23. Will Large Format and Standard Format documents be separated by the County or will they be mixed together?

A23. They will be mixed.

Q24. What is the output requirement?

A24. Output requirement is to PDF unless pictures can be gifs or tifs.

Q25. Are Single-page or multi-page files required?

A24. Multiple page files are required.

Q26. The RFP states the selected firm is expected to index up to 6 keywords per document. Will the vendor be required to capture the index values manually or will index values be provided when the County 'codes' the documents?

A26. The County will provide the index values for every document. See A1.

Q27. How many keystrokes per index?

A27. As few as three and as many as a dozen depending on length of street name.

Q28. Can the County provide a sample index?

A28. Yes, the County will provide samples of each type by Planning, Building and Environmental Health.

Q29. How many boxes does the County expect to remain in Vendor's storage for six months?

A29. The total number of boxes is unknown until all the files are cleaned out, coded and boxed up. All the boxes however will remain in vendor's storage.

Q30. At what resolution does the county want the documents scanned (200 dpi, 300 dpi)?

A30. Resolution should be 300dpi or better.

Q31. Total liner inches is estimated at 10,473; assuming there are 250 pages per inch, can we estimate that the total document count is 2.62 million pages?

A31. County has not measured pages per inch and is not an expert in scanning and has no opinion on this assumption. The number of pages per inch for large size documents is different than pages per inch for standard documents as large size documents are folded. Additionally, there are some folded standard size documents in the files as well which skews the pages per inch calculation.

Q32. Does the county want the vendor to actually upload the images into OnBase or to provide upload files that the county will use to upload the images?

A32. The vendor is to upload all the images. See A8 and A14.

This Addendum must be signed as acknowledged and submitted with proposal.

Acknowledged _____ Date _____

Addendum No. 2 – Amended Exhibit A and Schedule for RFP Process
November 25, 2015
Planning, Building and Environmental Services
Scanning Project
RFP Number PBES 111501

Overview:

The changes in this Addendum are related to the way in which the scanned files can be made available to County after they are scanned and to the RFP Process Schedule. All changes are in bold below.

There are now two options for the selected firm related to delivery after the files have been scanned. See the bold text in Exhibit A #4 below. The Schedule for the RFP process has also changed, see revised schedule below. Due to the change in scope, additional questions will be accepted pursuant to the revised timeline. Only questions addressing the change in Exhibit A will be accepted.

Exhibit A

The County will purge, organize and code documents in all files before pick up by the selected firm. County will place all coded documents back in the associated file and place files in boxes for transport. It is expected that files will be ready commencing any time after March 1, 2016. County currently utilizes the OnBase electronic document management system.

Each proposal should address the items below:

1. Inventory pick up. File pick up and transport to selected firm's location for processing. Include options for phasing and/or bulk transport.
2. File preparation. County will code documents and use separator sheets between document types in each file. County will not remove staples, clips, etc. or otherwise prepare documents for scanning.
3. Scanning based on firm's equipment and ability to capture the best possible image considering multiple paper sizes, quality and color of paper, and quality of print. The intention is to do the bulk of the scanning in black and white however certain documents make more sense to scan in color. Discuss firm's approach to making determination on color versus black and white and if that is done at firm's discretion unless otherwise specifically noted.
4. There are two options for delivery of file information. Option 1: Indexing. County requests that the firm have the ability to access existing County databases and integrate with our existing applications. This will require appropriate permissions and securities and the selected firm will have to work with County IT and fill out a VPN and Web Usage Agreement prior to entering a contract with County. The selected firm is expected to either index up to six (6) keywords per document or utilize this integration for more automated indexing such that documents will be released to the electronic document management system appropriately indexed. **Option 2: In lieu of using a VPN connection for indexing, the selected firm may provide county with FTP access to files that have been scanned and are ready for indexing.**

The selected firm will work with County prior to sending the first batch of files via FTP to confirm specifics of delivery and format.

5. Test batch for quality control and appropriate indexing. County expects to be able to review an initial batch of documents after scanning, indexing, and release to County's OnBase system for the purpose of confirming accuracy and quality.
6. Quality Control and ongoing accountability. Discuss firm's standard quality control and/or audit process for quality and verifiable completeness of file content.
7. Access to records/Scan on demand/File retrieval for file review requests. Because of the nature of these files it may be necessary to either have a particular file scanned on demand within a given time frame or returned to the County for review. Discuss firm's standard approach to managing access to records during the imaging process and the time frame for which requests will be handled.
8. Storage of documents. It is expected that the documents will be scanned, indexed, and released to the County's OnBase system in real time as the project proceeds. County does not wish documents to be returned to County after imaging, rather, that documents remain in storage with the selected firm until such time as the County's approved retention schedule allows for the final destruction of the documents. County expects the documents will have to remain in storage for a minimum of six (6) months after scanning, however the firm should discuss storage costs beyond that time frame. It is further expected that documents will be stored securely in an area that it is not accessible to the general public with at least two (2) barriers to unauthorized access (e.g. external door locks, and internal cabinet locks; or external alarm and interior locking cabinets; or badge control exterior access and interior cabinet locks, etc.)
9. Cost estimate for the above services based on per sheet cost for both standard size file documents (and define what size is considered standard for your specific equipment) and large format drawings. Include estimate for total project cost based on estimate provided below on the total number of documents (both Environmental Health files and Planning/Building files). Actual cost will be charged based on actual number of images scanned.
10. Time frame and availability to begin the project based on firm's current workload and County's expectation that files will be ready commencing March 1, 2016.

DOCUMENT ESTIMATION (in inches)

	LARGE FORMAT PLAN DOCUMENTS (inches)	STANDARD SIZE FILE DOCUMENTS (inches)
Environmental Health Files	670	1244
Planning/Building Files	2140	6419

Schedule for the RFP Process*

November 3, 2015	Request for Proposal released
November 18, 2015	Addendum No. 1 Issued
December 4, 2015*	Additional Questions due by 5:00p.m.**
December 11, 2015	Answers to additional questions published
December 18, 2015* (revised)	Responses due by 5:00p.m.
December 18-31, 2015	County review period.
January 4-15, 2016	County staff to interview top two or three candidates and visit facilities for tour.
January 19, 2016	Respondent selected for recommendation for contract- notifications sent out.
February 2, 2016	Contract presented to Board of Supervisors for approval & Contract Start Date

* Changes to these dates may be made by written addenda

** **Only questions related to the changes made in Addenda No.2 will be accepted at this time**

This Addendum must be signed as acknowledged and submitted with proposal.

Acknowledged _____ Date _____

Addendum No. 3 – Submitted Questions and Answers to Addendum No. 2
December 10, 2015
Planning, Building and Environmental Services
Scanning Project
RFP Number PBES 111501

Q1. Why is the county requesting access to scanned images that have not been indexed? Is the plan to have one vendor scan the documents and another vendor index the documents?

A1. The County is providing a second option for delivery of scanned images which is via an FTP site. If this option is selected, all indexing will be performed by County using County's document management system, OnBase. The County will use advanced capture and to index automatically via OnBase sweep/DIP process. There is no plan to utilize one vendor to scan and one vendor to index.

Q2. Does the county have an FTP site that the vendor can upload images to, or, would you prefer that the vendor host the images for the county to download?

A2. The County does not host an FTP site at this time. The selected vendor will have to provide the FTP site and host the images.

Q3. Is there a preferred naming convention for the un-indexed PDF files that the county will access?

A3. Each file has a master identification number called the Assessor Parcel Number (APN). This is the preferred naming convention to identify each file.

Q4. What is the name of the database or system that you are using that will require connection to? Is it a SQL based system?

A4. The County database that would be connected to via VPN is the OnBase interface to our permitting system. It is SQLServer based. The process of providing the files to an FTP site will not require a direct connection.

Q5. Can we use a private tunnel via our firewalls to establish connection to the VPN or ODBC connection?

A5. A private tunnel should work if the VPN option be selected. This isn't a requirement for files being sent to a FTP site for final indexing by County.

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Acknowledged _____ Date _____