

# COUNTY OF FRESNO

## REQUEST FOR PROPOSAL

### NUMBER: 208-5394

## CASE MANAGEMENT SAAS FOR ADULT PROTECTIVE SERVICES

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Issue Date: November 4, 2015

Closing Date: DECEMBER 3, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,  
phone (559) 600-7114 or e-mail [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
for any future addenda.

Please submit all Proposals to:  
County of Fresno - Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702-4599

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#### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

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COMPANY

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ADDRESS

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CITY

STATE

ZIP CODE

---

( )

TELEPHONE NUMBER

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( )

FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

TITLE

PURCHASING USE: GEC:ssj

ORG/Requisition: 56108550 / 5611600677

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

#### 3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

#### 4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

#### 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

### 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

### 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

### 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

### 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

### 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

### 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

### 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

### 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

### 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

### 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

### 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

#### ADMINISTRATIVE POLICY NUMBER 5

##### Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

#### ADMINISTRATIVE POLICY NUMBER 34

##### Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

## ADMINISTRATIVE POLICY NUMBER 71

### Prohibiting the Use of Public Funds for Political Advocacy

**Fresno County Administrative Policy No. 71** provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## OVERVIEW

The County of Fresno (County) on behalf of the Department of Social Services (DSS) is requesting proposals from qualified vendors to provide a Software as a Service (SaaS) solution that will enable the Adult Protective Services (APS) Division to manage, track, and report on abuse, neglect, and self-neglect cases. All proposed solutions must be web-based and support the APS requirements for the State of California. The successful bidder must also provide training to staff on the software solution, integrate data from the existing system, and provide data extracts on an ongoing basis.

The existing case management and reporting system is AACTS, a solution created by the McWilliams Mailliard Technology Group, Inc. (MMTG) Approximately 500 new and ongoing cases are managed each month by approximately 20 APS workers. Caseloads are expected to increase in the future and additional workers may be added. Historical caseloads must be accessible for a minimum of seven years.

The Agreement between the County and the current contractor is scheduled to expire on June 30, 2016. The existing Agreements for AACTS and its hosting platform, CareAccess, cost approximately \$54,000 per year for 33 users. The new APS software solution must be implemented with full data conversion and staff training by no later than June 30, 2016.

The County is seeking a proven, vendor-hosted solution. The County is not interested in beta systems nor in purchasing professional services to design and develop a system. The solution must meet the technical, support, functionality, and cloud security requirements as defined in this RFP.

At the Department's discretion, an interactive demonstration including test scenarios may be required as part of the evaluation process.

The resulting contract shall be for a term of three years with an option to renew for two additional years, unless terminated earlier or otherwise amended.

The estimated funding for this project is \$20,000 to \$150,000 for implementation and \$5,000 to \$70,000 annually for licenses, support, and maintenance. Proposals that include budgets above these amounts may be considered, based on demonstrated need and justification.



## KEY DATES

<b>RFP Issue Date:</b>	<b>November 4, 2015</b>
<b>Vendor Conference:</b> <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.</i>	<b>November 13, 2015 at 10:00 A.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702
<b>Deadline for Written Requests for Interpretations or Corrections of RFP:</b>	<b>November 17, 2015 at 10:00 A.M.</b> E-Mail: <a href="mailto:gcornuelle@co.fresno.ca.us">gcornuelle@co.fresno.ca.us</a>
<b>RFP Closing Date:</b>	<b>December 3, 2015 at 2:00 P.M.</b> County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 <sup>nd</sup> Floor Fresno, CA 93702

## TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

**INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.**

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

## TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <b>not</b> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

### ACKNOWLEDGED BY:

	( )	
Signature (In Blue Ink)		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

\*\*Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

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## DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:  
(in blue ink)

Date:

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(Printed Name & Title)

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(Name of Agency or Company)

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.***

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature in Blue Ink)

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Title

**\* Note: This form/information is not rated or ranked in evaluating proposal.**



## GENERAL REQUIREMENTS

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

**RFP CLARIFICATION AND REVISIONS:** Any revisions to the RFP will be issued and distributed as written addenda.

**FIRM PROPOSAL:** All proposals shall remain firm for at least one hundred eighty (180) days.

**PROPOSAL PREPARATION:** Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

**SUPPORTIVE MATERIAL:** Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**RETENTION:** County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

**ORAL PRESENTATIONS:** Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

**AWARD/REJECTION:** The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

**WAIVERS:** The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**PROPOSAL REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**BIDDERS LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

**ACQUISITIONS:** The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

**OWNERSHIP:** The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED**

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

**EVALUATION CRITERIA:** Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

**SELECTION PROCESS:** All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**ADDRESSES AND TELEPHONE NUMBERS:** The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

**ASSURANCES:** Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**INSURANCE:** Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

**D. Worker's Compensation**

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Social Services, Attn: Contracts, PO Box 1912, Fresno, CA 93718-1912 stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDIT AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**DEFAULT:** In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**BREACH OF CONTRACT:** In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

**CONFIDENTIALITY**

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate

HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

## **APPEALS**

Appeals must be submitted in writing within \*seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2<sup>nd</sup> Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within \*seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

\*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

## **RIGHTS OF OWNERSHIP**

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

## BIDDING INSTRUCTIONS AND REQUIREMENTS

**ISSUING AGENT:** This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

**AUTHORIZED CONTACT:** All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**VENDOR CONFERENCE:** On November 13, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

**NUMBER OF COPIES:** Submit **one (1) original and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**INTERPRETATION OF RFP:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than November 17, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

**NOTE:** The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

**SELECTION COMMITTEE:** All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

**PAYMENT:** The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

**AUDITED FINANCIAL STATEMENTS:** Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

**CONTRACT NEGOTIATION:** The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

**NOTICES:** All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**LOCAL VENDOR PREFERENCE:** The Local Vendor Preference **does not** apply to this Request for Proposal.



## SCOPE OF WORK

The County of Fresno on behalf of the Department of Social Services (DSS or Department) is requesting proposals from qualified vendors to provide a Software as a Service (SaaS) solution that will enable the Adult Protective Services (APS) Division to manage and track reported abuse, neglect, or self-neglect cases and generate State of California mandated reports.

### **A. BACKGROUND**

#### **1. Department of Social Services**

The DSS serves approximately 678,929 individuals a month through the following programs: Adoption Assistance, Adult Protective Services, CalWORKs, Cash Assistance Program for Immigrants, Foster Care, General Relief, In Home Supportive Services, KinGap, Medi-Cal, CalFresh, Refugee Cash Assistance, and Welfare to Work. The Department is only seeking software solutions for Adult Protective Services at this time.

#### **2. Adult Protective Services**

APS workers are mandated by the State of California Welfare and Institutions Code to receive and investigate reports of abuse or neglect regarding elders (anyone age 65 or older) or dependent adults (ages 18 to 64 who, because of mental or physical disability, are unable to protect themselves and advocate on their own behalf). Detailed case notes must be captured about the elder and the alleged abuser(s) as well as, the work performed related to investigations and case management activities. The State of California requires APS Divisions to regularly report on the outcomes of their investigations using report templates provided by the State. APS must be available to respond to urgent situations 24 hours a day, 7 days a week.

Social Workers collaborate with elders, dependent adults, families, and care providers to protect and prevent abuse, neglect, or self-neglect. The Social Workers will not always be at their desk in the office. Some work is conducted in the field (e.g. taking reports of allegations of abuse, interviewing elders). The ideal solution will allow for data collection to occur in the field.

The APS Division serves approximately 508 individuals a month and consists of 18 Social Workers and two supervisors with an overseeing Program Manager and Deputy Director. This program is also supported by three staff and IT analysts who oversee contract requirements and perform administrative IT functions.

#### **3. Current APS Software Solution & Data**

The existing case management and reporting system is AACTS, a solution created by the McWilliams Mailliard Technology Group, Inc. Approximately 500 new and ongoing cases are managed each month. Caseloads are expected to increase in the future and more users will be added. Historical caseloads must be accessible for a minimum of seven years. The Agreement between the County and the current contractor is scheduled to expire on June 30, 2016. The existing Agreements for AACTS and its hosting platform, CareAccess, cost \$53,780 per year for 33 users.

The existing system contains approximately 16,000 cases, including 4.1 GB of data. Full system architecture is estimated to be 10-12 GB.

#### 4. Current Technical Environment

##### **HARDWARE:**

Desktops: Dell Optiplex 700 series

Processor: Intel Core i3-2120

CPU: 3.30 GHz

RAM: 4.00 GB

HD: 232 GB

System Type: 32-bit

Monitors: 19" Standard

Laptops: Dell Latitude E6420

Processor: Intel Core i5-2540M

RAM: 4.00 GB

HD: 320 GB

System Type: 32-bit

Tablets: Dell Venue 11

Processor: Intel Atom Z3770

CPU: 1.45 GHz

RAM: 2.00 GB

HD: 64 GB

System Type: 32-bit

##### **SOFTWARE:**

Operating System

Desktop/Laptop: Windows 7

Tablet: Windows 8 w/ Windows 7 Virtual Desktop

Office Applications: Microsoft Office 2010 Professional

Email: Outlook 2010

PDF: Adobe Acrobat Reader XI

Internet Browser: Chrome ver. 41, IE 9 and 11

Anti-Virus: ForeFront TMG, System Center Endpoint Protection

Java: Version 8, Update 51

##### **REMOTE ACCESS & AUTHENTICATION**

Cisco AnyConnect: Secure Mobility Client

#### **B. MANDATORY REQUIREMENTS**

1. Provide a comprehensive case management and reporting system for APS that meets or exceeds the requirements described in this RFP.
2. Provide services to convert data from the existing system and integrate into the proposed solution.
3. Manage the implementation which includes, but is not limited to: data conversion, testing, training, implementation support, and post-implementation support.
4. Provide a web-based solution that supports either (a) Internet Explorer (IE) 9 at minimum, or (b) Chrome version 41 at minimum. The solution must remain compatible with all critical web browser upgrades as defined by the Department.
5. Correctly generate the following State of California reports: SOC-242, SOC-341, SOC-342, SOC-343, and ABD-216.

6. Provide additional software support to assure Department compliance if State reporting requirements change.
7. Provide supervisors and administrators with management reports to help review and oversee workers and caseloads.
8. Have the ability to collect some or all field data on a tablet or netbook.
9. Offer training to APS staff, supervisors, staff development trainers (T4T), and IT professionals on dates mutually chosen by APS and vendor. Provide training materials by no later than the week after the Agreement with the County is authorized by the County of Fresno Board of Supervisors.
10. Provide data extracts (via secure FTP server) of Department's data on an ongoing basis. Daily extracts are highly desired, but weekly extracts are acceptable. A record layout that defines the associated data elements along with their particular location within the data set must also be provided. By participating in this RFP, you acknowledge that the County of Fresno owns its data.
11. Meet all applicable Federal and State requirements for privacy and security.
12. Meet other mandatory requirements (technical, support, functionality, and cloud security) as listed in Appendices A through D.

**C. TECHNICAL REQUIREMENTS**

Vendors must submit a thorough narrative supported by references to the technical questions asked in **Appendix A**.

**D. SUPPORT SERVICES & DOCUMENTATION**

Vendors must submit a thorough narrative supported by references to the support and service questions asked in **Appendix B**. DSS shall be provided with, at no charge, a reasonable number of all nonproprietary manuals and other materials and updated versions thereof, which are necessary or useful to the DSS in its use of the software provided hereunder. The manuals provided should be tailored for a variety of user roles. The vendor agrees that DSS may make copies of such documentation for the DSS' internal use. Vendors must respond to questions about documentation as referenced in **Appendix B**.

**E. PROGRAM FEATURES AND FUNCTIONALITIES**

Vendors must complete and submit with their proposals the features and functionalities form referenced in **Appendix C**. Please include a digital copy of your responses in Excel format on the data CD accompanying your response.

**F. CLOUD SECURITY**

Vendors must complete and submit with their proposals the cloud security form referenced in **Appendix D**. Please include a digital copy of your responses in Excel format on the data CD accompanying your response.

## COST PROPOSAL

Bidders are expected to present their proposed expenses in a clear and concise manner that will allow the review committee to readily discern the full and true cost associated with each service or deliverable. Include rates for all services, materials, equipment, etc. that will be provided under the proposal for the proposed project year.

The annual costs offered must remain valid for the entire contract period, including all potential contract renewal periods. It is County's intent to contract with the successful bidder of a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods.

To the extent permitted by State and Federal rules and regulations, a one-time advanced payment of up to twenty (20) percent of the total compensation may be requested for start-up cost. Approval of the advance payment is at the sole discretion of the County's Department Director or designee. To receive an advance, a request must be made in writing with a detailed explanation and indicating the exact dollar amount requested. The request can be made any time following the Board of Supervisors approval of the contract but prior to submitting the first invoice. The County's Business office will automatically deduct equal installments from claims submitted for the final six months of the contract.

### **A. Proposed Budget Summary**

Provide a complete budget for the services that are proposed. Any additional budget categories should be added as needed. Indicate "Unavailable," "Included," or "Not Applicable" as needed.

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Per User Annual Fee					
- and/or -					
Annual Subscription Fee					
Data Conversion					
Implementation					
Mandatory Updates for Compliance with State and Federal Regulations					
Enhancements for Changes Requested by County					
User/Admin Support					
Daily Data Extracts (if daily extracts are not available, please indicate frequency) -----					

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Web-Based Training					
On-Site Training					
Travel, Etc. Expenses for On-Site Training					
Other 1:					
Other 2:					
Other 3:					
<b>TOTAL FOR EACH YEAR</b>					
<b>GRAND TOTAL FOR FIVE YEARS</b>					

**B. Proposed Budget Detail Narrative**

Provide an explanation of the proposed budget amount that will be spent on each budget line item. Describe what services will be provided and detail any inclusions or exclusions. There is no recommendation for page length. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. If the provided budget template lacks sufficient space for this, include any additional forms to provide further explanation.

## PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

**Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.**

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

**Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.**

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.
  - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
  - E. A brief description of the bidder's current operations, and ability to provide the services.
  - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
  - G. Describe all contracts that have been terminated before completion within the last five (5) years:
    - 1. Agency contract with
    - 2. Date of original contract
    - 3. Reason for termination
    - 4. Contact person and telephone number for agency
  - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
    - 1. Location filed, name of court and docket number
    - 2. Nature of the lawsuit or legal action
  - I. Describe any payment problems that you have had with the County within the past three (3) years:
    - 1. Funding source
    - 2. Date(s) and amount(s)
    - 3. Resolution
  - J. Impact to financial viability of organization.
- XI. APPENDIX A — TECHNICAL REQUIREMENTS: Submit a thorough narrative supported by references to the technical questions asked in **Appendix A**.
- XII. APPENDIX B — SUPPORT AND SERVICES: Submit a thorough narrative supported by references to the support and services questions asked in **Appendix B**.

- XIII. APPENDIX C — FEATURES AND FUNCTIONALITY: Complete and submit the features and functionalities form referenced in **Appendix C**. Please include a digital copy of your responses in Excel format on the data cd accompanying your response.
- XIV. APPENDIX D — CLOUD SECURITY: Complete and submit the cloud security form referenced in **Appendix D**. Please include a digital copy of your responses in Excel format on the data cd accompanying your response.
- XV. SCREEN SHOTS, REPORTS, AND DOCUMENTATION
  - A. Provide no more than fifty pages of screenshots to help illustrate workflow, the graphical user interface, and functionality. If your solution is capable of creating ad hoc reports, please include a screenshot of the interface. The screenshots may be annotated.
  - B. Provide a sample SOC 242, two sample reports of benefit to Social Workers, two sample reports of benefit to Supervisors, and two sample reports of benefit to upper administration. Provide a list of all standard reports.
  - C. Provide three representative pages from training documentation intended for Social Workers, three representative pages from training documentation intended for Supervisors, and three representative pages from training documentation intended for IT Administrators.
- XVI. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XVII. CHECK LIST



## AWARD CRITERIA

The criteria listed below will be used in the evaluation of the submitted proposals. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below.

### **CAPABILITY AND QUALIFICATIONS**

- A. Ability to meet data security, confidentiality, and privacy requirements.
- B. Ability to meet technical requirements.
- C. Ability to meet features and functionality requirements.
- D. Ability to convert existing data and provide ongoing data extracts.
- E. Ability to provide documentation and training.
- F. Ability to provide ongoing enhancements and support.
- G. References and reputation of bidder, experience, corporate and financial strength.
- H. Willingness to meet County's standard terms and conditions.
- I. Interactive demonstration including test scenarios (if applicable; not all vendors will be asked and required to provide a demo).

### **COST**

- A. The overall (implementation + ongoing) total cost, as submitted under the "Cost Proposal" section, to the County will be considered. The importance of cost will increase with the degree of equality between proposals in relation to the other factors on which selection is to be based.

## CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ All signatures must be in blue ink.
2. \_\_\_\_\_ The Request for Proposal (RFP) has been signed and completed.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ **One (1) original plus five (5) copies** of the RFP have been provided.
5. \_\_\_\_\_ Provide a Conflict of Interest Statement.
6. \_\_\_\_\_ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. \_\_\_\_\_ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. \_\_\_\_\_ The completed *Participation Form* as provided with this RFP.
9. \_\_\_\_\_ The completed *Reference List* as provided with this RFP.
10. \_\_\_\_\_ The completed *Appendix A* and *Appendix B*, as provided with this RFP.
11. \_\_\_\_\_ The completed *Appendix C* and *Appendix D* in Excel file format, on CD, as provided with this RFP.
12. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
13. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. <u>208-5394</u>
Closing Date: <u>December 3, 2015</u>
Closing Time: <u>2:00 P.M.</u>
Commodity or Service: <u>Case Management SaaS for Adult Protective Services</u>

**Return Checklist with your RFP response.**

## APPENDICES

- A. Technical Requirements
- B. Support & Services
- C. Features and Functionality
- D. Cloud Security

## TECHNICAL REQUIREMENTS

Vendor must provide a response to each item in the order listed below. Please use letters and numbers to identify your response as it correlates to the items below. Do not modify the order.

### **A. DESCRIPTION OF SYSTEM**

1. Confirm that the proposed solution has the ability to integrate data from the existing system after conversion and that your company will provide services to convert data from the existing system to integrate into the proposed system.
2. Describe how your company will meet this mandatory requirement.
3. Describe what web browsers are compatible with your solution and describe how your company responds to browser updates and compatibility issues. If compatibility issues are caused by an update, what is your company's response time to remedy the issue? Describe what may happen if the Department decides not to roll-out web browser updates. Confirm that the proposed solution is web-based and that it supports either (a) Internet Explorer (IE) 9 at minimum, or (b) Chrome version 41 at minimum.
4. Provide a case study of a successful APS implementation, preferably in California.
5. Provide an executive overview of the proposed solution.
6. Provide a statement explaining what differentiates your solution from those of your competitors.
7. Provide an overview and/or benchmarks relating to the system's ability to process information in real time. Include the number of concurrent users the proposed system will accommodate and the maximum number of recommended users.
  - i. Define the scalability of the proposed system.
  - ii. Can the system be purchased in modules and expanded?
  - iii. How scalable is the proposed solution regarding the number of users?
8. Describe licenses required for the proposed system (e.g. concurrent / per seat, and the number associated).
9. Provide the average response time of the proposed system. The response time is defined as the time taken for the system to respond back to the user's screen from the moment the user submits an input (click, enter, etc.).
10. Describe the level of customization and configuration available without a programmer or vendor support.
11. Describe the solution's ability to offer a non-production, training, test, or sandbox mode.
12. Describe how software/report changes are made and integrated for each of the following:
  - i. Changes mandated by the State of California.
  - ii. Changes required by the County.
  - iii. Changes requested by the Department.
  - iv. Changes requested by other clients using the same solution.
13. Describe how users of the solution can access customer support. For each method, include hours of operation (with time zone), days of the week, and holidays (if any).
14. Define the system uptime. Include planned downtime windows.
15. Provide the length of time your company has been providing APS services nationwide, in California, and via SaaS.

**B. EQUIPMENT AND SOFTWARE**

1. Provide detailed workstation hardware specifications, including but not limited to:
  - i. Operating system;
  - ii. Browser(s) and version(s);
  - iii. Any other hardware or software requirements for the solution.
2. Provide a list of all hardware and/or software components the County must purchase to effectively implement the proposed solution (including plug-ins necessary to utilize web-based features).
3. Specify the web service standards used and the functionality exposed through the web service, if the system supports the use of web service protocols such as SOAP or other APIs.
4. Describe the proposed system architecture.
5. Describe any relevant maintenance tasks and schedules performed by the Vendor.
6. Describe any required maintenance/support tasks and schedules that must be performed by the County
7. Describe the solution's ability to export reports (Excel, Access, PDF, etc.).
8. Describe how the system will print information on demand. Please specify any special hardware necessary for printing, if any.

**C. BACKUP/RECOVERY**

1. Describe the backup capabilities for the proposed system, including:
  - i. Process of how backups are performed;
  - ii. Service availability guarantee;
  - iii. Frequency of incremental and full backup.
2. Describe the process for recovery after a failure due to hardware, software, or absence of power. Describe the notification provided (with average notification time) if an application failure occurs.
3. Describe in detail your company's Disaster Recovery Plan, including requirements for zero downtime.

**D. NETWORK/HARDWARE**

1. Confirm that your solution is compatible with the technical environment described in the Scope of Work section A4. Describe any potential incompatibility and propose solutions.
2. Describe any special networking requirements, if any (e.g. dedicated/ segregated network segments, VLANs, etc.)

**E. STORAGE**

1. Explain how data is archived (e.g. on demand, automatically, via optical disk, etc.) and the capabilities of the system for storing a minimum of 7 year's worth of information (or longer if required by applicable Federal, State, and/or Local laws/regulations). Also describe if or how data older than 7 years may be accessed.
2. Describe how the system will store the data on non-proprietary media and in an industry-standard format. Specify the type of media used for long-term storage and the format in which it is stored. Identify the physical location of the application and data storage facilities. Describe your data security guarantee.

3. Describe the archival scheme for the system, including the recommended length of time data is retained on the production system and the availability of data for reporting as it moves from "Active" to "Static."
4. Describe the maximum size of the database, number of data records that can be stored, and the largest currently operating production and archive directories. Describe how the system allows for adding additional storage capacity.

#### **F. DATA MANAGEMENT**

1. Describe the data management approach.
2. Provide a copy of the Service Level Agreement.
3. Explain if the data is stored or archived in separate databases.

#### **G. CRITICAL UPDATES, PATCHES, AND ANTIVIRUS**

1. Describe the process for approving and installing operating system Critical Updates. Attach the company's policy regarding Microsoft Critical Updates.
2. Describe or attach the company's Service Pack policy for the proposed solution.
3. Describe the antivirus software used to protect data in real-time on the vendor's servers.
4. Describe any issues that may occur when running antivirus software in real-time on the workstations.
5. Describe or attach the company policy regarding the use of antivirus software with the proposed system.
6. Describe the disclosure policies related to security vulnerabilities found in the system, including procedures in place to notify customers of potential flaws, and the average time between a flaw being discovered and corrective action taken.

#### **H. APPLICATION SECURITY FEATURES**

1. Describe the system's compliance with LDAP (Lightweight Directory Access Protocol) and how the system can be configured to authenticate users against it. Can the system use pass-through authentication? How will that work with your solution?
2. Describe how the solution audits user access and privilege use. Describe the information that is logged and reports available for review.
3. Describe how the solution allows the Department to configure minimum password difficulty requirements and password lockout policies.
4. Describe how the solution allows system administrators to set a password expiration policy, thereby requiring end-users to change their passwords at a specified interval.
5. Describe how the solution encrypts sensitive information (which is nearly all info) transmitted across the network and internet, and specify the algorithms used. Explain how the security and confidentiality of the system data collected and entered into the system will be maintained.
6. Specify whether the system establishes identity via:
  - i. A user ID and password; or
  - ii. Two-factor authentication, such as a smart-card and a PIN. If two-factor authentication is available or used, describe the hardware requirements, the authentication process, and any supplies needed for ongoing implementation.
7. Describe how access privileges are configured in the system and whether or not privileges can be based on group designations. Specify whether these groups may be customized.

8. Describe how different levels of security and privileges are established.
9. Specify if a “user inactivity timeout” feature is available that forces a user to re-authenticate if idle for a preconfigured amount of time. Describe what the default length of time is. Describe what happens to data entry if the system times out while a data record is partially complete.

**I. OTHER SECURITY**

1. Describe network security features used to protect customer data/information (i.e. firewalls, network segmentation, etc.).
2. Explain how staff of the data center will treat the confidentiality of APS data and any policies that may apply. Have the workers of the data center signed a confidentiality statement?
3. Explain the type of physical security used to protect customer information in vendor data centers.
4. Explain the type of electronic security used (i.e. biometrics, authentication, and surveillance) at vendor facilities.
5. Explain how the security and confidentiality of the data collected and entered into the system will be maintained. Describe, in detail, how County data will be partitioned from other customer’s information. Include information on whether separate database containers are used.

**J. SaaS REDUNDANCY AND DOWNTIME**

1. Explain in detail your company’s ability to provide 99.99% uptime for remote customer access to the system. Describe the methodology and application/hosting architecture used to ensure this level of reliability.
2. Explain in detail the process used to notify customers of application downtime for both planned and unplanned outages.
3. Explain in detail any geographic separation of redundant data centers used to mitigate wide area disasters or events.
4. Explain and describe in detail the features used to ensure the security, redundancy, resiliency, and integrity of the data center(s) hosting the application, infrastructure, County data, and other components.

## SUPPORT & SERVICES

Vendor must provide a response to each item in the order listed below. Please use letters and numbers to identify your response as it correlates to the items below. Do not modify the order.

### **A. PROJECT IMPLEMENTATION PLAN**

1. Include the implementation plan the vendor intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority. The new APS software solution must be implemented with full data conversion and staff training by no later than June 30, 2016.
2. Describe services to be provided to ensure success of the project e.g. publicize the system to employees, organizing support infrastructure and processes, consulting on content set up and management etc.
3. Describe how the relationship between the County and Vendor will be managed from an account and technical support perspective.
4. Describe what is required of the County to ensure the successful implementation of the system.
5. Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.

### **B. PROJECT MANAGEMENT TEAM**

1. Include a list of proposed project staff and key personnel.
2. Describe the experience possessed by key personnel who will be assigned to the project, if awarded the contract.
3. Explain the relationship of the project management team with the Vendor, including job title and years of employment with the Vendor; role to be played in connection with the proposal.

### **C. TRAINING PLAN**

1. Include a description for training for six different audiences:
  - i. Social Worker
  - ii. Social Work Supervisor
  - iii. Executive User
  - iv. Clerical
  - v. Technical Administrators
  - vi. Staff Development Trainers (T4T)
2. Describe the type and quantity of training that will be provided for each audience. The description must include:
  - i. The methods by which training will be provided e.g. online, on-site, webcast, self-paced online courses etc.;
  - ii. A recommended training curriculum;
  - iii. Explain how the Vendor will work with the County to determine training needs and tailor the curriculum;
  - iv. Explain the type of training that will be provided at what stage/phase of the project as well as follow-up training after implementation;
  - v. Explain the ability and cost to provide training at a County location.



3. Describe the training facility requirements for physical layout, communication needs (internet connectivity, etc.), projectors, # of computers, etc. that are needed to fulfill the proposed training plan. Identify which elements of the training facility will be supplied by the Vendor.
4. Describe how/if training will be provided on upgrades/enhancements and whether there is an associated additional cost.
5. Describe how/if training will be provided to new workers after the implementation is complete.

#### **D. PROJECT WORK PLAN**

Include a detailed work plan (WBS) for the implementation and operation of the proposed system.

1. Task Level – The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
2. Identify All Resources – The plan shall clearly identify all Vendor (including subcontractors) and using agency resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify County resources needed for each task.
3. Deliverables – Describe the deliverables of each task.
4. Milestones – Identify the key milestone in the WBS. No milestone can exceed more than 3 weeks in duration.
5. Timelines – Describe the timeline of each task.
6. Acceptance Criteria – Describe the criteria used to determine completion of each task.
7. Plan Progress Charts – The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones.

#### **E. SYSTEM DOCUMENTATION**

1. Describe the documentation provided to facilitate system implementation.
2. Describe the System Administrator documentation provided.
3. Describe if user groups exist to collaborate on issues pertaining to the Vendors software, including how often and where they meet. Explain if the user group is a separate independent organization or funded and organized by the Vendor.
4. Describe how system documentation is provided (online, hard copy etc.) for the initial implementation as well as future updates and releases.

#### **F. ACCEPTANCE TEST PLAN**

Include an acceptance test plan. The plan shall individually address each system component that comprises of the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.

#### **G. RISK MANAGEMENT**

Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources the using agency may utilize to reduce risk.

#### **H. ONGOING SERVICES AND SUPPORT**

1. Describe the post implementation follow-up activities that will be provided by the Vendor, specifically addressing the following tasks:

- i. Post-live system debugging to bring application into full conformance with documentation, proposal and modification specifications
  - ii. Six-month and 12-month post live operational (non-technical) audits to review SSA utilization of the software and to provide recommendations for optimizing benefits.
  - iii. Describe how application and support documentation is updated and distributed.
2. Provide the normal hours and describe the channels (phone, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
3. Provide the company escalation and response plan, and describe how issues are triaged and escalated.
4. Describe how continuous application and system support is provided 24 hours a day, 365 days per year. Describe the process for requesting support during standard business hours and after hours.
5. Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
6. Explain if the cost of upgrades is included in the annual hosting fee.
7. Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.
8. Vendor shall describe the method used for change management and advance notification timeframe for application changes.
  - i. Explain if there is a user group and how to participate. Describe whether the user group is a separate independent organization or funded and organized by the Vendor.

**I. VALUE ADDED SERVICES (OPTIONAL)**

Vendors are encouraged but not required to propose any optional value added services they believe would help the using agency to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant and not exceed four (4) pages in length.

## FEATURES & FUNCTIONALITY

The features and functionality requirements for a Vendor-hosted solution are listed in this section. Vendors shall complete and submit the Excel workbook titled **RFP 208-5394 Appendix C Features & Functionality** with proposal.

- A. Each item is rated based upon level of importance: “M” means Mandatory, “HD” means Highly Desirable, “U” means Useful.
- B. MAN001-MAN021 are mandatory requirements. Mandatory requirements must be in the offered current production version no later than one month prior to the go-live date. Proposals that do not meet nor plan to meet the mandatory requirements will not be considered.
- C. Vendor shall place the appropriate letter response code in the Availability column:
  - 1. “A” means the feature/functionality is one that exists in the current production version of the proposed software and included in the vendor’s price.
  - 2. “B” means the feature/functionality does not exist in the current production version of the proposed software but it is a planned enhancement. The feature/functionality will be added in the software prior to final testing at no additional cost to the County.
  - 3. “C” means the feature/functionality does not exist in the current production version of the proposed software but it can be added as an enhancement at an additional cost to the County. Provide the availability date and anticipated cost of the enhancement in the Comments column. Also disclose all costs on the Proposal Cost Response form.
  - 4. “D” means the feature/functionality does not exist in the current production version of the proposed software and vendor has no intention to add it as an enhancement.
- D. Vendor may use the Comments column to reference, by title and page number, any related technical material and include the material in **Tab XV — SCREEN SHOTS, REPORTS, and DOCUMENTATION** of the proposal binder.
- E. Should the Vendor rate a feature as B or C, Vendor must indicate the estimated date of completion in the Ready Date.
- F. Should the Vendor rate a feature as C, Vendor must indicate cost to County in the Cost column.

## CLOUD SECURITY

Questions regarding cloud security are listed in this section. Vendors shall complete and submit the Excel workbook titled **RFP 208-5394 Appendix D – Cloud Security** with proposal. Vendors may provide and refer to supplemental material where appropriate.

A. Vendor shall place the appropriate letter response code in the Quick Response column:

1. "Y" means yes.
2. "N" means no.
3. "PY" means partially yes.
4. "U" means unknown.
5. "O" means other.

B. Should the Vendor indicate Quick Response of "PY" or "O," please provide clarifying details in the Response column. Vendor may also use the Response column to reference, by title and page number, any related technical material and include the material in **Tab XV — SCREEN SHOTS, REPORTS, and DOCUMENTATION** of the proposal binder.