



CASCADE COUNTY REQUEST FOR PROPOSAL (RFP)

RFP Number: CCSO-12-1 RFP Title: Mobile Filing System for the Office of the Cascade County Sheriff/Coroner

RFP Response Due Date and Time:
August 17, 2012 at 5:00 p.m., Mountain Time

Number of Pages: 33

Issue Date:
July 23, 2012

ISSUING DEPARTMENT INFORMATION

Coordinator for Procurement:
Sue Matoon
Records Division Manager

Cascade County Sheriff's Office
Administration

Phone: (406) 454-6820

Fax: (406) 454-6948

Mobile: (406) 564-0017

Email: smatoon@cacadecountymt.gov

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

PHYSICAL ADDRESS:

Board of Cascade County
Commissioners
Courthouse Annex Rm. 111
Great Falls, MT 59401

MAILING ADDRESS:

Board of Cascade County
Commissioners
325 2nd Avenue North Rm. 111
Great Falls, MT 59401

Mark Face of
Envelope/Package with:

RFP Number: CCSO-12-1
RFP Response Due Date:
August 17, 2012

Special Instructions:

Note Mandatory On-Site Tour in Section 1.5

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

(Name/Title)

(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

Completion Date:

Type of Entity (e.g., corporation, LLC, etc.)

Offeror Phone Number:

Offeror E-mail Address:

Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the County or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the County. Proposals are evaluated based **solely** on the information and materials provided in your written response.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

**The following items MUST be included in the response.
Failure to include ANY of these items may result in a nonresponsive determination.**

- Signed Cover Sheet**
- Signed Addenda (if appropriate) in accordance with Section 1.4.3**
- Address all mandatory requirements in accordance with Section 1.6.3**
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

_____	Section 1, Introduction and Instructions
_____	Section 2, RFP Standard Information
_____	Section 3.1, Background
_____	Section 3.2, Description of Work
_____	Section 3.3, On-Site Requirements/Cleanup
_____	Section 4.1, County's Right to Investigate and Reject
_____	Section 6, Evaluation Process
_____	Appendix A, Standard Terms and Conditions
_____	Appendix B, Contract

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	July 23, 2012
Mandatory On-Site Tour	August 8, 2012
Deadline for Receipt of Written Questions	August 10, 2012
RFP Response Due Date	August 17, 2012
Notification of Oral Presentations/Product Demonstrations	August 24, 2012*
Oral Presentations/Product Demonstrations	TBD
Intended Date for Contract Award	September 3, 2012*

***SUBJECT TO CHANGE AS NEEDED IN COUNTY'S SOLE DISCRETION.**

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION/PROJECT OVERVIEW

The Cascade County Sheriff/Coroner's Office (Cascade County or the County), is seeking a contractor to provide and install a mobile filing system for the Cascade County Sheriff/Coroner's Office which will replace the existing out dated system. A more complete description of the scope of services to be provided is found in Section 3.

1.2 CONTRACT PERIOD

The contract term is from contract execution and ending after expiration of the required one-year warranty period. One year warranty period to begin after full acceptance of the installed system unless terminated earlier in accordance with the terms of this contract.

Upon mutual agreement both parties may enter into a maintenance contract prior to expiration of the one-year warranty period.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the Board of Cascade County Commissioners, **offerors shall not communicate with any county staff regarding this procurement, except at the written direction of Sue Matoon**, the person in charge of coordinating this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Coordinator: **Sue Matoon**
3800 Ulm North Frontage Road
Great Falls, MT 59403
Telephone Number: **406-454-6820**
Fax Number: **406-454-6948**
Mobile: **(406) 564-0017**
E-mail Address: **smatoon@cascadecountymt.gov**

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement coordinator identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The County will determine any changes to the RFP.

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement coordinator listed above on or before **5 pm, August 10, 2012**. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.4.3 County's Response. The County will provide a written response on or before **5 pm, August 15, 2012** to all questions received by **August 10, 2012**. The County's response will be by written addendum and

will be provided to Offerors at their email contact information as registered with the County when Offeror obtained the RFP package by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon The County. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.5 MANDATORY ON-SITE TOUR

1.5.1 On-Site Tour. A mandatory on-site tour will be conducted at the Cascade County Sheriff/Coroner's Office, 3800 Ulm North Frontage Road, Great Falls, MT, on **August 8, 2012 at 3:00 p.m.**

Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the County of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP.

All responses to questions asked at the on-site tour will be oral and in no way binding on the County.

Offerors interested in this tour must contact the Procurement Coordinator listed in Section 1.3 by email no later than the end of business (5:00 p.m., Mountain Time) on **August 6, 2012** to provide the names, birth dates, and social security numbers or state issued Identification number (i.e. driver's licence number) of all individuals who will be attending the on-site tour. Security background checks will be performed on these individuals. Cascade County reserves the right to refuse entrance to any individual for just cause. Offerors that **fail** the background check won't be able to participate in the mandatory on-site tour, will be notified no later than end of business (5:00 p.m. Mountain Time), **August 7, 2012**. Proposals will not be considered from Offerors that do not attend the tour. Offerors will meet at the Cascade County Sheriff/Coroner's Office main entrance on **August 8, 2012**.

All current policies, procedures, and directives of Cascade County apply to this on-site tour.

Offerors should also note these requirements will be applicable to all individuals working on behalf of the successful offeror.

1.6 GENERAL REQUIREMENTS

1.6.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions, contract terms, shall submit them to the procurement coordinator listed above by the date in Section 1.3. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The County reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The County shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The County will determine any changes to the standard terms and conditions and/or contract.

1.6.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.6.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet all mandatory requirements as listed in Section 3. The County will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

1.6.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.6.5 Prime Contractor/Subcontractors/Vendors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. All vendors, if any must be listed in the proposal. The County reserves the right to approve all subcontractors and vendors. The Contractor shall be responsible to the County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from the RFP shall create any contractual relationships between any subcontractor and the County.

1.6.6 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon State's request.

1.6.7 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

1.7 SUBMITTING A PROPOSAL

1.7.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.

Unless specifically requested in the RFP, an offeror making the comment "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

1.7.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, The County may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.7.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.7.4 Price Sheets. Offerors **must** respond to this RFP by utilizing the RFP Price Sheets found in Section 5. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.7.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and six copies** to the Cascade County Commission Chambers. If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted separately.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP CCSO 12-1. ***Proposals must be received at the reception desk of the Cascade County Commission Chambers prior to 5 p.m., Mountain Time, August 17, 2012. Offeror is solely responsible for assuring delivery to the reception desk by the designated time.***

1.7.6 Facsimile Responses. A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement coordinator and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

1.7.7 Late Proposals. ***Regardless of cause, the County shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the County return the proposal at offeror's expense or the County will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

1.8 COSTS/OWNERSHIP OF MATERIALS

1.8.1 County Not Responsible for Preparation Costs. The costs for developing and delivering responses to the RFP and any subsequent presentations of the proposal as requested by Cascade County are entirely the responsibility of the offeror. The County is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to contract execution.

1.8.2 Ownership of Timely Submitted Materials. The County shall own all materials submitted in response to this RFP.

1.9 ENTRANCE INTO COUNTY SECURED FACILITY

1.9.1 Background Checks. Any individual who will be entering the Cascade County Sheriff/Coroner's Office must be approved by security personnel. Full name, birth date, and social security number/copy of state issued Identification (i.e. driver's license) must be submitted, 72 hours in advance, on all individuals who request entry into secured facilities.

1.9.2 Tobacco Use. All Cascade County property is tobacco free. All Contractors and subcontractors are required to follow Cascade County Policies.

1.9.3 Miscellaneous. Weapons, illicit drugs, and alcohol are strictly forbidden on Cascade County property. Adhering to additional policies may be required; and Contractors will be appropriately informed.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The County shall use only the evaluation criteria outlined in this RFP.

2.2 OFFEROR COMPETITION

The County encourages free and open competition to obtain quality, cost-effective services and supplies. The County designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by Cascade County; and (3) other constitutional protections. See 18-4-304, MCA. The County provides a copy for interested parties at \$0.10 per page. The interested party is responsible for the cost of copies.

2.3.2 Procurement Coordinator Review of Proposals. Upon opening the proposals in response to this RFP the procurement coordinator shall review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the Confidential information.
- The proposal does not contain confidential material in the cost or price section.

Information separated out under this process will be available for review only by the procurement coordinator, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. The County shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The County may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The County may find any proposal to be nonresponsive at any time during the procurement process. If The County deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement coordinator will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined

nonresponsible at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, the procurement coordinator will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the County. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Achieve Minimum Score. Any proposal that fails to achieve **70% of the total available points for Sections 3 and 4, or a total of 490 points (Cost proposal points not included)**, will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement coordinator.

2.4.6 Opportunity for Discussion/Negotiation and Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the County may initiate discussions with up to the three top scoring offerors. Offerors will be required to make an oral presentation and product demonstration to clarify their RFP response or to further define their offer. Offerors should be prepared to send qualified personnel to Great Falls, Montana to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations shall be at the offeror's expense.

2.4.7 Best and Final Offer. Under Montana law, the procurement coordinator may request a best and final offer if additional information is required to make a final decision. The County reserves the right to request a best and final offer based on price/cost alone. Please note that the County rarely requests a best and final offer on cost alone.

2.4.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the Board of Cascade County Commissioners that contains the scores, justification, and rationale for the decision. The procurement coordinator will review the recommendation to ensure its compliance with the RFP process and criteria before submitting the written recommendation to the Board of County Commissioners.

2.4.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement coordinator will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement coordinator will officially notify all other offerors of the County's selection.

2.4.10 Contract Execution. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be

expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the County may move to the next highest scoring offeror, or cancel the RFP. Work under the contract shall not begin until the contract is fully executed by the Board of Cascade County Commissioners.

2.5 COUNTY'S RIGHTS RESERVED

While the County has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the County's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the County determines adequate funds are not available (18-4-313, MCA).

2.6 CONTRACT PERFORMANCE SECURITY

After award, the successful bidder must furnish an approved Performance Security in the amount of 50% of the contract total. See Section 14 of Appendix B, Contract for acceptable performance security.

SECTION 3: SCOPE OF SERVICES

3.1 BACKGROUND

The County is seeking a mobile filing system to organize and contain the large collection of official records kept by the Cascade County Sheriff/Coroner's Office to be located in the administrative wing of the facility. The current filing system, which was developed in the late 1990s is out dated, undersized and totally inadequate for the existing and future needs of the Cascade County Sheriff/Coroner's Office.

3.2 [REDACTED]

Offerors must propose a proven, reliable, mobile filing system for an administrative correctional environment, using open industry standards including all necessary equipment, installation, maintenance, repair, and training. Offerors must address and include all required hardware and provide a timeline for ordering, installation and completion of the project. The proposal must maximize the available space so that optimum storage capabilities can be had. The completed system should function with ease and be aesthetically pleasing. As part of the installation, Offeror shall be required to tear out and dispose of the existing filing system.

The Offeror shall include manufacturer literature (2 copies) which documents the Brand/Model offered and include warranty and any support documentation.

The completion date on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order in which the offer intends the work to be fully completed. Failure to comply with this requirement may invalidate a bidder's quotation for any or all items.

3.3 ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property, county personnel and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the project pending inspection by the County or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the county may have the work corrected at the expense of the contractor.

In terms of cleanup, the contractor shall:

- (a) keep the premises free from debris and accumulation of waste;

- (b) remove all construction smears and stains from finished surfaces;
- (c) remove all construction equipment, tools and excess materials before final payment by the County.

3.4 DELIVERY REQUIREMENTS

3.4.1 Delivery Date. The vendor shall deliver all items described in this bid as soon as possible but not later than 60 days after receipt of purchase order from Cascade County.

3.4.2 Shipping. Weekends and holidays excepted, delivers shall be F.O.B. DESTINATION, to the location shown below. The term "F.O.B. destination, within the County's premises," as used in this clause, means free of expense to Cascade County and delivered to the location specified. The vendor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required in this Request for Proposals .
- Prepare and distribute commercial bills of lading and material Safety Data Sheets (MSDS) as appropriate.
- Deliver the shipment in good order and condition to the point of delivery specified in the Request for Proposals .
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the County at the delivery point specified in the Request for Proposals .
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

3.4.3 Delivery Location. Cascade County Office of the Sheriff/Coroner, 3800 Ulm North Frontage Road, Great Falls, MT 59403

3.5 LOCAL SUPPORT REQUIREMENTS

The offeror must provide full support of the system through the one year warranty period. This support must include troubleshooting, the correction of any bugs or deficiencies, and the resolution of any operating problems. During this period, the offeror must provide, at no additional cost, unlimited support by telephone, Monday through Friday, 8:00 a.m. through 5:00 p.m. for the full one year warranty period. If the problem cannot be resolved within 24 hours (actual hours) of the initial phone call, the offeror shall provide on-site service and support within 24 hours (actual hours) of the initial phone call to resolve the problem. **It is a mandatory requirement that the Offeror provide one or more local personnel to handle on-site maintenance and/or repair of the equipment at the facility during the term of the approved contract (without any additional cost for travel, lodging, meals, etc.). Local is defined as any area within 250 miles of the facility. The local personnel must be trained, certified, and available for dispatch to the facility any time a system problem cannot be diagnosed and/or corrected by remote access. Should it become necessary, the Offeror must be willing and able to dispatch additional support to the facility (without any additional cost for travel, lodging, meals, etc.).** Explain how your company provides on-site service. If on site service is to be provided by a subcontractor, identify the proposed subcontractor and Offeror shall describe the subcontractor's qualifications to provide this service. The Offeror is fully responsible for all work performed by an Offeror-provided subcontractor. Offeror must fully describe how the support will be provided, including from what location. In addition:

- Offeror must describe the nature of the services provided and specific costs within Section 5.0 To ensure timely availability in emergency situations, the contractor shall maintain or have

access to an adequate inventory of standard replacement parts for common components in the system under contract within 48 hours.

- Offerors must describe their spare parts cache, locations and contingency plan of any unavailable part.
- The offeror shall provide a Preventative Maintenance schedule that covers the initial one year warranty period.
- The offeror shall provide a Preventative Maintenance schedule beyond the initial one year warranty period. Offeror must describe the nature of the services provided and specific costs within section 5.0.
- The offeror's technical support must speak fluent English and shall not have an unreasonable, non-American accent that is difficult for the average person to comprehend.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 COUNTY'S RIGHT TO INVESTIGATE AND REJECT

The County may make such investigations as deemed necessary to determine the offeror's ability to perform the services specified. The County reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. *This includes The County's ability to reject the proposal based on negative references.*

4.2 OFFEROR QUALIFICATIONS

To enable the County to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet The County's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.2.1 References. Offeror shall provide a minimum of three references that have preformed services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service. These references may be contacted to verify offeror's ability to perform the contract. The County reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

4.2.2 Company Profile and Experience. It is a mandatory requirement of this RFP that the Offeror have a minimum five years of experience in the field of security camera systems, and shall have successfully completed and placed into operation a minimum of three projects similar in scope and size to this RFP.

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of similar past projects, including the service type and dates the services provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

4.2.3 Resumes. The principle members and key personnel to be assigned to the project shall have referenced and verifiable experience in completing projects of equal scope, quality, type, and complexity. A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

4.2.4 Offeror Financial Stability. Offerors shall demonstrate their financial stability to supply, install, and support the services specified by: (1) providing financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP; and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report. County reserves the right to request profit/loss statements on specific jobs noted by Offeror in its proposal.

4.3 PRICES

4.3.1 Taxes, Shipping and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this Invitation to Bid, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to Cascade County unless specifically excluded. Bid prices shall include any and all transportation costs. The vendor shall be paid, except as otherwise stated in this Invitation upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified County location(s) . .

4.3.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the vendor in accomplishing the work in accordance with the provisions of the contract.

SECTION 5: COST PROPOSAL

Offeror must submit an itemized cost proposal as identified below. ALL costs that will be the responsibility of the County must be included and clearly identified in the cost proposal. The County will evaluate the proposed cost and apply the evaluation formula to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs including an itemized list of all proposed equipment, and a designation of either annual or one time cost.

All costs must be itemized as unit prices that will not have to be calculated by the County. Unit price is defined as the price of all items, activity, or material for which the price is required by the RFP to be bid on the basis of that item, a linear foot, square foot, square yard, cubic yard, activity an hour or other measurement of time, or other standard unit of measurement for that material, item, or activity.

- A. Project Total** \$ _____
- Section 3.2.: Item by Item pricing for all Hardware \$ _____
 - Section 3.2.: Pricing for Installation: \$ _____
 - Section 3.2.: Pricing for Removal/Disposal of Old System \$ _____
 - Pricing – Other

If there are other billable expenses associated with the offeror's solution for this project, describe these costs and include as part of the proposal.

Itemize/Describe cost: \$ _____

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will make an initial review and evaluate the offers according to the following criteria based on **a total number of 700 points** per 6.2 herein.

The **Scope of Services, References, Company Profile and Experience, and Resumes**, portions of the proposal will be evaluated based on the following Scoring Guide. The **Financial Stability** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a minimum score per the requirements of Section 2.4.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement coordinator.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.2 EVALUATION CRITERIA

Scope of Project		possible points 600
Category	Section of RFP	Point Value
A. Description of Work to Be Completed	3.2	
Installation Plan Timeline	3.2	200
Space Optimization	3.2	200
Aesthetics	3.2	200

Offeror Qualifications/Informational Requirements		possible points 100	
Category		Section of RFP	Point Value
A.	Offeror Qualifications	4.2	
	References	4.2.1	Pass/Fail
	Company Profile and Experience	4.2.2	50
	Resumes	4.2.3	50
	Offeror Financial Stability	4.2.4	Pass/Fail

Cost Proposal		possible points 500	
Category		Section of RFP	Point Value
A.	Project Total	5.0 A	500

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 500. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 500 points. Offeror B would receive 134 points ($\$20,000/\$30,000 = 67\% \times 200 \text{ points} = 335$).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

6.3 ORAL PRESENTATIONS AND PRODUCT DEMONSTRATIONS

In the County's sole and complete discretion, the County **may** invite up to three top scoring offerors to an oral presentation and product demonstration/vendor interview or it may elect to proceed based solely on the submitted materials. Optional Step two evaluation:

6.3.1 The Offeror's product demonstration will be held at the Cascade County Sheriff/Coroner's Office located at 3800 Ulm North Frontage Road in Great Falls, Montana. All costs, including travel, equipment, supplies, communication needs, etc., are the sole responsibility of the offeror.

6.3.2 Product demonstrations and oral presentations will be evaluated using the scoring guide found in Section 6.3

6.3.3 The offeror must, after acceptance and invitation to demonstrate, provide the County with six paper copies of any presentation materials. The County reserves the right to ask questions throughout this presentation.

Product Demonstration		possible points 300	
Category			Point Value
A.	Functionality		100
B.	Hardware Quality		100

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in The County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the County Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

DISABILITY ACCOMMODATIONS: The County of Cascade does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the County Procurement Coordinator prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement coordinator and ONLY if they are completely received by The County Procurement Coordinator prior to the time set for receipt. Responses to RFPs, or portions thereof, received after the due time will not be considered.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with Cascade County.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of

God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, The County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The County of Cascade applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Cascade County is exempt from Federal Excise Taxes.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES:

Warranty for Services:

The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. The County agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

Warranty for Hardware:

The contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, the County may return it to the contractor for a full refund.

The parties agree that the warranties set forth require uninterrupted and error-free operation of hardware, systems and services unless otherwise stated in the specifications.

APPENDIX B: CONTRACT

MOBILE FILING SYSTEM FOR THE CASCADE COUNTY SHERIFF/CORONER'S OFFICE (INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between The County of Cascade (hereinafter referred to as "the County"), whose address and phone number are 325 2nd Avenue North, Great Falls, MT 59401 406-454-6820 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and ending after expiration of the required one-year warranty period. One year warranty period to begin after full acceptance of system installation unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Maintenance Agreement. Prior to expiration of this contract (one-year warranty period), the County retains the option of entering into a separate maintenance agreement with Contractor that will be written in accordance with the terms, conditions, and requirements of the RFP, as amended, and Contractor's response. The payment structure contained in said agreement will be subject to mutual agreement of both parties.

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide the County the mobile filing system equipment, installation and services described in the RFP CCSO-12-1 and Contractor's approved proposal which are incorporated herein as if fully set forth herein. Contractor has indicated that the installation of the mobile filing system, including removal and disposal of the old filing system, (i.e. the Work) shall be completed on the _____ day of _____, 2012 and is a date relied up by County. **TIME IS OF THE ESSENCE. IN THE EVENT THAT THE WORK IS NOT COMPLETED ON SAID DATE, DUE TO NO FAULT OF COUNTY, CONTRACTOR SHALL RESULT IN THE IMPOSITION OF A LIQUIDATED DAMAGES ASSESSMENT OF \$500 PER DAY FOR EACH AND EVERY DAY THE WORK REMAINS UN-COMPLETED.**

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the equipment and services to be provided, the County shall pay according to the following schedule: TBD

4.2 Withholding of Payment. The County may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the County may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the County, Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

5.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the County or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the County. (Section 18-4-141, MCA)

7. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

8. REQUIRED INSURANCE

8.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to The County, its coordinators, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by The County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, property damage, premises, operations, independent contractor's protective, products and completed operations, and broad form property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

- a. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

8.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence

(personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied or used.

8.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by The County agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401. The Contractor must notify the County immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the County in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to Cascade County Risk Manager, 325 2nd Avenue North, Great Falls, MT 59401, upon expiration.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

11. INTELLECTUAL PROPERTY/OWNERSHIP

11.1 Mutual Use. All patent and other legal rights in or to inventions first conceived and reduced to practice, created in whole or in part under this contract, must be available to the County for royalty-free and nonexclusive licensing if necessary to receive the mutually agreed upon benefit under this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this contract including all deliverables and other materials, products, modifications developed or prepared for the County by the Contractor under this contract or any program code, including site related program code,

created, developed, or prepared by the Contractor under or primarily in support of the performance of its specific obligations hereunder, including manuals, training materials, and documentation (the "Work Product").

11.2 Title and Ownership Rights. The County shall retain title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the County (the "content"), but grants the Contractor the right to access and use content for the purpose of complying with its obligations under this contract and any applicable statement of work.

11.3 Ownership of Work Product. The Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any Work Product.

11.4 Copy of Work Product. The Contractor shall, at no cost to the County, deliver to the County, upon The County's request during the term or at the expiration or termination of all or part of the Contractor's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of the County's request, or as of such expiration or termination, as the case may be.

11.5 Ownership of Contractor Pre-Existing Materials. Literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or rights thereto and derivatives thereof owned by the Contractor at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by the Contractor in connection with the services provided to the County (the "Contractor Pre-Existing Materials") shall be and remain the property of the Contractor and do not constitute Work Product. The Contractor must provide full disclosure of any Contractor Pre-Existing Materials to the County prior to its use and prove its ownership, provided, however, that if the Contractor fails to disclose to the County such Contractor Pre-Existing Materials, the Contractor shall grant the County a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the County to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 12.3** or as may be expressly agreed in any statement of work, the Contractor shall retain title to and ownership of any hardware provided by the Contractor.

12. PATENT AND COPYRIGHT PROTECTION

12.1 Third-Party Claim. In the event of any claim by any third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall promptly notify the Contractor. The Contractor shall defend such claim, in the County's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. The County will promptly notify the Contractor of the claim in writing; and
- b. The County will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the County to participate in the defense and settlement of any such claim, at the County's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the County, its elected and appointed officials, agents or employees without the County's prior written consent.

12.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the County the

right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by The County shall be prevented by injunction, the County agrees to return the product to the Contractor on written request. The Contractor will then give the County a credit equal to the amount paid to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the County regarding a claim of infringement. The County is not precluded from seeking other remedies available to it hereunder, including **Section 8**, and in equity or law for any damages it may sustain due to its inability to continue using such product.

12.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the County provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the County did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the County; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. The County's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

13. CONTRACT PERFORMANCE ASSURANCE

13.1 Contract Performance Security – All Forms Accepted. The Contractor must provide contract performance security based upon 50% of the contract total.

The contract performance security must be provided by the Contractor in one of the following forms, within ten (10) working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE. Personal or business checks are not acceptable.

- A sufficient bond from a surety company licensed in Montana with a Best's rating of no less than B++ and supplied on The County of Montana's designated form entitled "Contract Performance Bond," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- Lawful money of the United States; or
- An irrevocable letter of credit from a single financial institution and supplied on the County of Montana's designated form entitled "Irrevocable Letter of Credit," found at <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx>; or
- A cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificate drawn, or issued by a federally or state-chartered bank or savings, and loan association that is insured by, or for which insurance is administered by the FDIC, or that is drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal, or contract security unless the certificates are assigned only to the County. All interest income from these certificates must accrue only to the Contractor and not the County.

See Title 18, chapter 4, part 3, MCA; Title 30, chapter 5, MCA; and ARM 2.5.502.

The contract performance security must remain in effect until the end of the warranty period.

The contract performance security in the form of a **(insert form)** has been provided to the following address: Sue Matoon, Records Division Manager, Coordinator for Procurement, 3800 Ulm North Frontage Road, Great Falls, MT 59403.

14. PERMITS/ NOTICES/FEEES

CONTRACTOR shall secure and pay for all permits and inspections; give all notices; pay all taxes and fees; and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the work.

15. CONTRACT OVERSIGHT

15.1 Oversight. Cascade County, or its designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. Cascade County, or its designee, may require the issuance of a right to assurance or the issuance of a stop work order.

15.2 Right to Assurance. If the County, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the County's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

15.3 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The County shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

16. CONTRACT TERMINATION

16.1 Termination for Cause. The County or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to **Section 20**, Event of Breach – Remedies.

16.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

16.3 Non-Compliance with Requirements. The County retains the right to cancel or modify any contract, project, or activity that is not in compliance with any standard in effect as of the date of contract execution. In the event of such termination, the County will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

16.4 Reduction of Funding. The County must terminate this contract if funds are not appropriated or otherwise made available to support the County's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

17. EVENT OF BREACH – REMEDIES

17.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

17.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

18. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

19. COUNTY PERSONNEL

19.1 County Contract Manager. The County Contract Manager identified below is the County's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the County. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the County Contract Manager.

The County Contract Manager for this contract is:

- (Name):
- (Address):
- (City, State, ZIP):
- (Telephone #):
- (Cell Phone #):
- (Fax #):
- (E-mail):

20. CONTRACTOR PERSONNEL

20.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the County under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The

County reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The County's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The County reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

20.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to The County Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with The County Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

20.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

21. MEETINGS AND REPORTS

21.1 Technical or Contractual Problems. The Contractor is required to meet with the County's personnel, or designated representatives, at no additional cost to The County, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the County. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

21.2 Progress Meetings. During the term of this contract, the County's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the County in the performance of their respective obligations. These progress meetings will include the County Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the County with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the County to perform its obligation

under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

21.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the County, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the County prevent such performance.

21.4 County's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the County's failure or delay in discharging any State obligation, the County shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the County agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the County does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

22. CONTRACTOR PERFORMANCE ASSESSMENTS

22.1 Assessments. The County may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

22.2 Record. Completed assessments may be kept on record at the County and may serve as past performance data. Past performance data will be available to assist agencies in the selection of service providers for future projects. Past performance data may also be utilized in future procurement efforts.

23. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the County, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the County or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the County terminates a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

24. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the Eighth Judicial District in and for the County of Cascade, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

25. SCOPE, AMENDMENT, AND INTERPRETATION

25.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP CCSO 12-1, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) RFP CCSO 12-1, as amended, and 5) the Contractor's RFP response, as amended.

25.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

26. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DATE: _____

DATE: _____

BOARD OF CASCADE COUNTY COMMISSIONERS

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

FEDERAL ID #

Jane Weber, Chairman

BY: _____
(Name/Title)

Joe Briggs, Commissioner

Bill Salina, Commissioner

Attest

RINA FONTANA MOORE,
CASCADE COUNTY CLERK AND RECORDER