

**AGREEMENT NO. \_\_\_\_\_**  
(Agreement for Environmental Health HS Cloud Suite Application)

THIS AGREEMENT (“Agreement”) is made and entered into this 21st day of November, 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”), and HS GovTech Solutions Inc., incorporated in British Columbia, Canada and authorized to do business in the State of California (“Contractor”), referred to jointly as “the Parties” herein.

**W I T N E S S E T H**

**WHEREAS**, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

**WHEREAS**, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as IT technical services and integrations; and

**WHEREAS**, the County desires to obtain a qualified contractor to provide and implement a HS Cloud Suite application to include web based permits, a financial and inspection application with user licensing to be used by the Environmental Health Division of the Department of Community Services for data management services, and field inspections with secure data hosting and support/maintenance services; and

**WHEREAS**, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

**WHEREAS**, the Contractor submitted a proposal, an excerpt of which is attached as Exhibit B; and

**WHEREAS**, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified and that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, the County and the Contractor agree as follows:

## **I. BASIC SERVICES**

- A.** Contractor shall furnish and perform the following services in accordance with Exhibits A-E, and in a manner satisfactory to the Director of Environmental Health or his/her written designee (“Director”).

More specifically, Contractor shall provide the full range of services specified in the Scope of Work contained in Exhibit B, with the focus on providing a sufficient level of safety/security to County. Contractor will provide all equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

## **B. Definitions**

- 1. “Application”** means the web-based application for permitting, inspections, complaints, and reporting - HS Cloud. It also includes an inspection application that is developed for the iOS, Android, or Windows operating systems - “HS Touch” - that uses the nature features on tablets using the operating systems which are downloaded from either from Microsoft App Store, Apple’s App Store or Google Play Store.
- 2. “Confidential Information”** means any and all data or information that is known or used by a party that is not generally available to the public or that, by its nature or the nature of its disclosure, ought reasonably be known to be confidential or proprietary information of such party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a party, or any such information of clients or customers of a party, which is disclosed by or on behalf of such party to the other party.
- 3. “Custom Configuration”** means alterations to the Standard Application, requested by County to meet specific needs. Configuration to the County’s specifications is included as part of this Agreement.
- 4. “Additional add-ons:** Should County request in the future additional modules, or functionality that is due to a specific custom request that is not a part of the SOW of this Agreement, those services would be quoted separately as an addendum to this contract.

5. **“Data”** means all information, processes, documentation, marks and other intellectual property owned or produced by County that is not Public Data.
6. **“Decommissioning”** means the process of transitioning County away from using the ContractorSoftware following termination or expiration of this Agreement, as more particularly set out in Section VIII.
7. **“HS GovTech Servers”** means servers operated and maintained by Contractor or co-located on which Data and Public Data may be stored and accessible by County.
8. **“HSCloud”** Is the fully configured web-based application as well as supplementing API’s that allows for deployment of enterprise level solutions to County.
9. **“HSTouch”** means the iPad, Android, or Windows 10 Application, that are downloaded from the app stores for each platform, that interfaces with HSCloud providing a data collection and reporting function for field staff working either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.
10. **“MyHealthDepartment”** means the citizens portal, that allows County to interact online with their constituents. This includes the ability to post inspections results online, as well as allow operators to apply for permits, renew permits, and pay invoices and fees due to the County securely online.
11. **“HSPay”** means the merchant services processing for credit cards, debit cards, and ACH transactions through the MyHealthDepartment Citizens Portal. HS GovTech, and its partner merchant (HeartLand), is PCI compliant and processes payments, on behalf of our clients, in accordance with all state and federal security laws and regulations.
12. **“Public Data”** means all information entered or stored in the Environmental Health Division by County or by Contractor on behalf of County that is published and made available to the general public – via the citizen MyHealthDepartment portal at the request of County – or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to County.
13. **“SOW”** means the statement of work attached as part of Exhibit B.
14. **“Standard Application”** means application functionality that is available out-of-the box including the configurability options in the system.
15. **“UAT”** means user acceptance testing.
16. **“User”** is defined as anyone who is given access to HS Cloud Suite or HS Touch by an authorized license, whether employed by the County or not.
17. **“Super User”** means a County user that has been delegated – by the County – authority to perform all admin functions in the system, including but not limited

to; adding users and managing their permissions, ability to manage documentation and interact with, and speak for the County, with support, and to have access to the configuration and system editing tools.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP Excerpt
Exhibit B	Contractor Submitted Proposal
Exhibit C	Workers' Comp. Certificate
Exhibit D	Cost Proposal
Exhibit E	Milestones

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. The Director may approve modifications of the term, scheduling, billing rates, and allocation of funds set forth above, if there is no increase in the total compensation as set forth in Paragraph II of this Agreement.

E. Additional work that is directly related to the services set forth in Paragraph I above and requested in writing by the Director.

## **II. COMPENSATION AND REIMBURSEMENT OF EXPENSES**

A. For the services described in this Agreement, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated in accordance with Exhibits D and E. The total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed four hundred seventy-one thousand four hundred twenty-three dollars (\$471,423.00) for the term of the Agreement.

B. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in Exhibit D. Expenses will only be reimbursed upon the presentation of paid invoices.

## **III. METHOD OF PAYMENT**

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual

expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

**B.** Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Director shall either authorize payment or advise Contractor in writing of any concerns that the Director has with the invoice and any need for further documentation.

**C.** Within thirty (30) calendar days of the Director's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

**D.** Notwithstanding anything to the contrary in this Agreement, an amount equal to five (5%) of each monthly invoice submitted by Contractor shall be withheld until completion of the project to the satisfaction of the Director. Upon such completion, and if Contractor is otherwise in full compliance with the terms of this Agreement, the County shall promptly remit all withheld monies to Contractor.

#### **IV. REPORTS**

**A.** Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

**B.** County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

#### **V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In

addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

## **VI. RECORDS; ACCESS, RETENTION**

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

## **VII. DISPUTES**

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

## **VIII. TERM AND TERMINATION**

**A.** The term of this Agreement shall be from November 7, 2023 through June 30, 2028 unless sooner terminated as hereinafter provided.

**B.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference

between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**C.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

**D.** This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days' written notice to the other party.

**E.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

**F.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

**G.** During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

## **IX. APPLICABLE LAWS**

**A.** In the performance of the services required by this Agreement, Contractor shall

comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

## **X. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

## **XI. CONTRACTOR'S RESPONSIBILITIES**

**A.** Contractor shall exercise all the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this

Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

C. Any subcontractors must agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. All subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

## **XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
  - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
  - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
  - c. **Professional Liability/Malpractice/Errors and Omissions** – \$2,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
  - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum

Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium

payments).

**7.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

**8.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

**9.** For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

**10.** The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the

Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

### **XIII. WORKERS' COMPENSATION**

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

#### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XIV. NOTICE**

- A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:

Attn: HS GovTech Solutions Inc.  
436 East 36th Street  
Charlotte, NC 28205  
Telephone: 1 (704) 519-8964  
Web: [www.hscloudsuite.com](http://www.hscloudsuite.com)  
Contact: Cameron Garrison, Director of Business Development  
Cameron@hscloudsuite.com

County:  
Attn: Yolo County Environmental Health  
292 W Beamer St  
Woodland, CA 95695  
Contact: April Meneghetti, Director of Environmental Health  
530-666-8597

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of electronic mail (“e-mail”) provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: [Cameron@hscoundsuite.com](mailto:Cameron@hscoundsuite.com)  
County: [April.Meneghetti@yolocounty.org](mailto:April.Meneghetti@yolocounty.org)

**C.** Any party may change the address or e-mail address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using e-mail, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

## **XV. CONFLICT OF INTEREST**

**A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

**B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

**C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

## **XVI. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that it has not employed or retained any company or person, other than a bona

fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XVII. AUDITS**

**A.** Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

**B.** All books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

**C.** Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision) and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made

available to the State and/or County upon request.

**D.** Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

**E.** Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

## **XVIII. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

## **XIX. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

**C.** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

## **XX. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and Contractor.

## **XXI. WAIVER**

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

## **XXII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

## **XXIII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

## **XXIV. ADDITIONAL PROVISIONS**

**A.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

**B.** Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.


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**XXV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above.

**CONTRACTOR**

  
\_\_\_\_\_  
Silas  
Garrison  
\_\_\_\_\_  
CEO

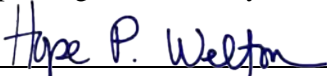
**COUNTY OF YOLO**

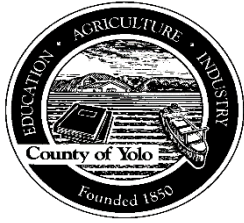
\_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By:   
\_\_\_\_\_  
Hope P. Welton, Senior Deputy



# COUNTY OF YOLO

General Services Department-Procurement Division

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## Notice of Request for Proposals (RFP) For

Department of Community Services  
Environmental Health Permit and Data Management System

Proposal Responses Due:  
4:00 pm PST  
April 13, 2023

General Services Department-Procurement Division  
120 West Main Street, Ste. G.  
Woodland, CA 95695

RFP Coordinator: Karen Kawelmacher  
(530) 666-8073  
karen.kawelmacher@yolocounty.org

## TABLE OF CONTENTS

<b>Section</b>	<b>Section Title</b>	<b>Pages</b>
I.	Introduction	3
II.	RFP Schedule of Events	7
III.	General Instructions & Information	8
IV.	Terms and Conditions	11
V.	Instructions for Completion of Proposal	14

### **Exhibits:**

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Qualification & Experience
Exhibit "C1 & C2"	Proposal Cost Worksheet
Exhibit "D"	Response Content & Checklist
Exhibit "E"	Suppliers Questionnaire
Exhibit "F"	Previous Customer References
Exhibit "G"	Signature Page
Exhibit "F"	Non-Collusion, Non-Conflict of Interest Statement
Exhibit "G"	Exceptions

### **Attachments:**

Attachment 1	County Insurance Requirements
Attachment 2	PO Terms & Conditions
Attachment 3	Sample County Contract
Attachment 4	Performance Bond

## I. INTRODUCTION

### A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified firms to provide an Environmental Health permit and data management system for the County of Yolo Department of Community Services, Environmental Health Division per scope of work, as outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

### B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1. a. Supplier, Vendor, Contractor  
b. Purchase Order, Contract, Agreement  
c. Services, Work, Scope, and Project  
d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

### C. SCOPE OF WORK

#### 1) GENERAL DESCRIPTION:

The purpose of this Request for Proposal (RFP) is to solicit offers from qualified vendors to establish a five-year agreement for an Environmental Health Permit and Data Management System (EHPDMS) for Environmental Health (EH), a division of the Department of Community Services, County of Yolo. The solution shall be a scalable, enterprise, cloud-hosted software that includes, but is not limited to, the following capabilities: program management; facilities tracking; permitting; inspections; complaint reports and tracking; billing; daily activity and time tracking; service requests; inventory tracking; certification tracking; plan checks; and robust reporting tools. The solution needs to provide tools for EH to maintain compliance with local, state, and federal requirements, and integrate with the California Environmental Reporting System (CERS).

In addition, the County needs to be able to publish inspection results online and provide the ability for customers to complete business activities online.

EH seeks professional services for project management, system configuration, data migration from Envision Connect, implementation, training, change management, system maintenance, and technical support. The selected solution needs to be fully implemented by 6/30/2024.

The results of this RFP may result in the selection of firms and negotiations of contracts for a five-year term with options to renew up to two years. This will be subject to annual availability of funds, satisfactory vendor performance, and the needs of the Division of Environmental Health.

#### 2) TECHNICAL SPECIFICATIONS:

A qualifying proposal must address all following points listed below. Proposer must call out items that they are unable to supply. Alternative solutions may be provided and may or may not be considered responsive to the County's Request for Proposal.

Additionally, vendor must certify that all County of Yolo data will be physically located, and remain, in the United States of America.

**Project Scope**

The County seeks a partner to provide a solution that meets today’s Environmental Health (EH) business needs and scales to meet long-term needs. The selected solution needs to replace EH’ current data management system, Accela Envision Connect, with a cloud-hosted solution that includes, but is not limited to, the following capabilities:

- Program Management
- Facilities Tracking
- Permitting
- Inspections
- Complaint Reports
- Billing
- Public Records Access \*
- CERS (California Environmental Reporting System) Two-Way Integration
- Document Storage & Management
- Daily Activity and Time Tracking
- Service Requests
- Inventory Tracking
- Certification Tracking
- Plan Checks
- Robust Reporting Tools
- Remote (online) Payment Tools \*
- Offline Field Inspection Module

The selected solution needs to provide tools for EH to maintain compliance with local, state, and federal requirements.

\* The selected solution must provide the ability for customers to complete activities online, such as paying bills providing test results, viewing inspection results, or other business activities.

With this engagement, EH seeks professional services for:

- Project Management
- System Configuration
- Data Migration
- Implementation
- Report Creation
- Training
- System Maintenance
- Technical Support

The selected solution must be available on mobile and desktop devices. The County estimates approximately 29 internal County users to access the system. Any software that may need to be installed on County workstations must be fully functional as a restricted user.

**NOTE: The selected solution needs to be fully implemented with County sign-off by June 30, 2024.**

**Overall System Capability**

The proposed solution must support all data and functional activities of EH. This includes handling internal business workflows, reports and analytics, information security, customer portal functions, full integration with CERS, time tracking, and other requirements described below. The proposed solution must comply with local, California State, and federal requirements.

**3) VENDOR MINIMUM REQUIREMENTS:**

- a. Vendor shall have 5 years of experience specific to permit and data management system implementation and maintenance services.

**4) PREFERRED QUALIFICATIONS:**

**The Proposer may be evaluated higher if they meet the following qualifications:**

- a. Respondent has clients who have been using a version of the Respondent’s application for three (3) years or longer

**5) DELIVERABLE / REPORTS:**

**Vendor Permit and Data Management System must**

- a. Provide ease of reporting and ability to export to excel format

**6) IMPLEMENTATION, PROJECT SCHEDULE & TRAINING PLAN:**

- a. **Vendor must** include an implementation plan, a project implementation schedule and training plan to ensure complete functionality of the system proposed.

**7) MAINTENANCE OF SYSTEM:**

- a. Vendor shall provide ongoing cost for maintenance on the system which shall include upgrades, fixes, etc. Maintenance shall be billed on an annual basis.
- b. Vendor shall notify the County of any downtime on the system due to scheduled maintenance at least twenty-four hours in advance.

**8) WARRANTY:**

- a. Vendor must include full warranties for all software (including upgrades, patches, and fixes), and accessory products as well as warranty on all installation services performed for a minimum of one (1) year from the date of County acceptance of installation of the system.

**9) CUSTOMER SUPPORT & SYSTEM RESOLUTION ISSUES:**

- a. Vendor shall provide guidelines and procedures for resolutions to software errors preventing a halt in workflow.
- b. Vendor shall provide their days and hours of operation so County can contact a Technician for assistance.

**10) CUSTOMER SERVICE REPRESENTATIVE:**

- a. The vendor must provide a knowledgeable representative to respond to all questions regarding the system and billing by phone, fax, or e-mail in a timely manner.

**11) BILLING ISSUES:**

- a. Vendor will respond to invoicing complaints within twenty-four (24) hours with an acceptable solution. Contractor shall be required to rectify any problems including billing issues within fifteen (15) business days of said notification.

**12) DELIVERABLE / REPORTS:**

- b. Vendor shall provide the County a monthly status report detailing deliverables and any expected delays.

**13) AWARDED CONTRACTOR REQUIREMENT:**

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of two (2) years. The agreement may be extended by mutual consent for three (3) additional twelve (12) month periods. Hourly rates shall remain firm for the initial two (2) year term.

**D. PROPOSAL DEADLINE**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

**E. SUBMITTING PROPOSALS**

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offeror.

**F. ADDENDA**

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.



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## II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	3/08/23	
2	Deadline for Written Comments Posted	3/30/23	4:00PM
3	County Issues Responses to Written Comments	4/06/23	
4	Deadline Proposal Due	4/13/2023	4:00PM
5	County Completes Evaluations	5/11/2023	
6	Anticipated Contract Start Date	7/01/2023	

### III. GENERAL INSTRUCTIONS AND INFORMATION

#### A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

County of Yolo, Procurement Division  
Karen Kawelmacher  
Lead Buyer  
120 West Main Street, Ste G.  
Woodland, CA 95695  
Phone: (530) 666-8073  
Karen.Kawelmacher@yolocounty.org

#### B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at [www.bidsync.com](http://www.bidsync.com) in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

#### C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

#### E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

#### F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

#### G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

#### H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of

one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

**I. PROPOSAL OF ADDITIONAL SERVICES**

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

**J. INDEPENDENT PRICE DETERMINATION**

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

**K. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

**L. LICENSURE**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

**M. RFP AMENDMENT AND CANCELLATION**

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

**N. RIGHT OF REJECTION**

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

**O. DISCLOSURE OF PROPOSAL CONTENTS**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

**P. PROPOSAL EVALUATION PROCESS**

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

**Q. AWARD OF PROPOSAL**

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Reasonableness of Costs
- 2) Qualifications and Experience
- 3) Direct experience in deployment of the proposed system for similar sized local government customer
- 4) Delivery Schedule
- 5) Responsiveness/Responsibility/Demonstrated Competence
- 6) Proposer's Approach & Project Schedule
- 7) Customer References
- 8) Financial Stability
- 9) Quality and Completeness of Submitted Proposal

**R. AWARD PROCESS**

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

The County has the right to schedule demonstrations with all or just the top vendors to view product solutions in determining the best fit for the County. If demonstrations are held, additional scoring will be added.



## **IV. TERMS AND CONDITIONS**

### **A. QUALIFICATIONS/INSPECTION**

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

### **B. NON-WAIVER**

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

### **C. FEDERAL, STATE, AND LOCAL LAWS**

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

### **D. GOVERNING LAW**

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

### **E. NON-DISCRIMINATION**

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

### **F. PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

### **G. ADDITIONAL PURCHASES**

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

### **H. EXTENSIONS**

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

### **I. PRICE ESCALATION**

All prices are firm for a period of two (2) years from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

### **J. INVOICES AND PAYMENT TERMS**

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order

number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

**K. COMPLIANCE**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**L. DEFAULT**

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

**M. TERMINATION FOR CONVENIENCE**

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**N. CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**O. ASSIGNMENT/TRANSFER/SUBCONTRACTING**

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

**P. F.O.B. POINT**

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

**Q. PROTESTS**

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

**1) Protest Procedures:**

**All protests** shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;

- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement  
Yolo County Department of General Services  
120 West Main Street, Ste. G.  
Woodland, CA 95695

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

**2) Protest of RFP Specifications/Requirements/Terms & Conditions:**

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

**3) Protest of Disqualification:**

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

**4) Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

## IV. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

### A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

### B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

- |                      |   |
|----------------------|---|
| 1) Exhibit "A"       | Proposal Transmittal Letter                       |
| 2) Exhibit "B"       | Proposal Qualification & Experience               |
| 3) Exhibit "C1 & C2" | Proposal Cost Worksheet                           |
| 4) Exhibit "D"       | Response Content & Checklist                      |
| 5) Exhibit "E"       | Suppliers Questionnaire                           |
| 6) Exhibit "F"       | Previous Customer References                      |
| 7) Exhibit "G"       | Signature Page                                    |
| 8) Exhibit "F"       | Non-Collusion, Non-Conflict of Interest Statement |
| 9) Exhibit "G"       | Exceptions  |

### C. PRICING REQUIREMENTS

When preparing cost worksheet, Contractor shall submit pricing as follows:

1. Pricing must be broken down in detail per:
  - i. Annual license fee
  - ii. User access
  - iii. Technical support
  - iv. Implementation/Data Migration/System Configuration
  - v. Project management
  - vi. Report Creation
  - vii. Training
  - viii. System Maintenance
  - ix. Any add-on or one-off charges for special requests such as Application Programming Interface (API) connectivity or user-define field creation.
2. Install pricing shall be inclusive of any tools, equipment, supplies, etc. necessary to complete installation and testing of product.
3. Training cost for instructing personnel on use of system must include additional questions required by Department for adequate system use. After scheduled training, will be provided at no additional charge.

**NOTE:** Cost Proposal Worksheets must be uploaded to the website separately from the rest of the submittal documents. Once the RFP closes you will be asked to submit your Proposal Cost worksheet in excel format.

**1. General Information**

	HS GovTech Response
a. Date organized to provide the proposed work scope	We will be ready to begin the project as soon as required by the county once a contract is executed.
b. Number of years doing business in the Telecom industry	We have been in business for the last 24 years and we are the preferred company when it comes to EH agencies.
c. Company ownership If Vendor has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.	In early 2022, our company – formerly known as HealthSpace USA went through a rebranding process and is now known as HS GovTech USA. Other than the name, nothing has changed, the company’s ownership, and all corporate filings (including EIN number) is the same as it has been the last 24 years.
d. Describe Vendor’s organization and include an organizational chart	We are a Private C-corp company and organizational charts will be provided during contract negotiations.
e. Corporate background and depth of support	See above.
f. Number of employees	101 full time employees at this time.
g. Number of office locations	Our main office is located in Charlotte, NC. We have offices in Dayton, OH and Canada. Many of our team members are remotely based throughout North America.
h. Address of the nearest location to the County	114 W Magnolia St Ste 400111 Bellingham, WA 98225-4368
i. Address of your local office responding to the RFP	436 East 36 <sup>th</sup> Charlotte, NC 28205
j. Specific company representatives assigned to be our contact, including name, address, phone, fax and email.	Cameron Garrison, Director of Operations, 980-309-1749, cameron@hscloudsuite.com
k. Describe your specific relationship with your manufacturer. Provide the reason you choose this manufacturer based on functionality and other reasons.	We are a cloud-based solution (SaaS) provider and the product (platform) being proposed is our own solution. HS Cloud Suite.

2. Responsiveness/Responsibility

	HS GovTech Response
<p>a. Provide a brief (not more than one standard typewritten page) summary of your understanding of your responsibilities should you be awarded this contract. Included should be a summary of the services you will provide, and examples of how you have been flexible in fulfilling similar client requirements.</p>	<p>HS GovTech has grown into the premier provider of web-based and mobile solutions for EH regulatory agencies across North America.</p> <p>HS GovTech has by far the largest user base of any EH regulatory software in North America. HS GovTech has over 800 city, county, and state environmental health, and other regulatory agencies, using our highly configurable COTS products.</p> <p>We have quickly become the new standard in California that agencies are converting to for their future. In California we have clients, among others, including Orange County, The City of San Francisco, Marin County, Sonoma County, Sacramento County – as well as others that are in the process of contracting. All of our clients in California have been awarded to HS GovTech at the end of a very extensive RFP process - similar to Yolo County - in which many vendors submitted responses, and through the evaluation process HS GovTech was selected. In fact, HS GovTech is the most vetted solution for agencies such as yours – in all aspects from security to functionality - in recent years in the state of California through the competitive procurement process.</p> <p>HS GovTech also has the most modern, and flexible, integration with CERS. We completely rethought the paradigm of efficiently integrating with CERS. In fact, many clients are able to largely replace their day-to-day interaction directly in the CERS system, and can do it all through HS GovTech, thanks to this very unique real time integration.</p> <p>In addition to our substantial - and growing - California user base, some of our large statewide clients include the State of Colorado, Virginia, Oregon, Wisconsin, and Tennessee, among others. This growing, and diverse, client base has been achieved by providing our clients best in class technology, provided by the most experienced staff, in the regulatory sector.</p> <p>HS GovTech meets all of the requirements and functionality requested in this RFP, and in many cases exceeds them with innovative modern</p>

	HS GovTech Response
	<p>technology.</p> <p>One of the things that sets HS GovTech apart is our staff and their expertise, and our zeal to continually innovate. Our team has a combined total of over 500 years of experience working with Environmental Health Departments, and similar regulatory agencies, to meet their needs and provide solutions that make their departments more efficient, transparent, and help extend and improve the services they can provide the public for each budget dollar spent.</p> <p>The newest version of our system, “HSCloud Suite™” (<i>released in 2014</i>) - which is the solution being proposed for the county - is a reflection of this innovation, and all of our years of experience, combining the latest in cloud-based technology, as well as mobile app technology for iPad, Android or Windows devices for work in the field.</p>
<p>b. If your firm is not located in Yolo County, how do you envision providing the required services?</p>	<p>HS GovTech is a fully web-based, hosted, SaaS (Software As A Service) solution. There is no on-prem element, or hardware requirements that a client must maintain. Implementation includes required onsite days with team for efficient implementation.</p>
<p>c. Provide certification that if you were awarded the contract that all County of Yolo data will be physically located, and remain in the United State of America.</p>	<p>HS GovTech utilizes AWS GovCloud (Amazon Web Services), the environment that government agencies, including the Pentagon, uses to host sensitive data. We have each client’s application and data running concurrently in multiple, geographically separate, AWS data centers.</p>
<p>d. Has your firm, or any officer of your firm defaulted on a contract? If yes, explain</p>	<p>No</p>
<p>e. Has your firm ever been suspended or debarred by any governmental agency? If yes, explain</p>	<p>No</p>
<p>f. In the past five years has any claim against your company concerning your company’s work on a project been filed in court or arbitration?</p>	<p>No</p>
<p>g. Describe the process by which your firm resolves problems with clients.</p>	<p>Partnership - and respect for our partners - is the key. These systems are long term partnerships, not one-off transactions. Performance over the long haul is as important as the quality and impressiveness of the underlying product. Large technology projects can be complex, there are always unexpected challenges -example: a data file that wasn’t</p>

	HS GovTech Response
	<p>remembered or referenced by a client during planning - thus it wasn't in the project plan or schedule, and is found at the last minute - it never fails that it's right before go-live - and a request such as "we know it's late in the game but can we get it converted" comes up. We use this example because it has happened more than once. While the letter of the contract may allow the company to say "sorry it wasn't scoped, communicated or planned for - so we can't" that is rarely a productive path. While there are certainly situations where something is changed that is so profoundly different that a contract must be modified, we work very hard to make that the absolute last resort. And if that does have to be done, which is rare, to do everything possible to not penalize our partner but do it as inexpensively as absolutely possible. Perfection, while the ultimate target both sides strive for, is an elusive baseline, especially when considering that universally in life "change is often hard." Users may have universal disdain for the solution they are migrating away from, yet when the stress of change is upon them there is a natural tendency to forget all the frustrations of the old and seek comfort in the fact that at least it was "familiar."</p> <p>In complex deployments, where not every user in an agency sees eye to eye, it's the partnership between our team and our client that is what makes the difference.</p> <p>We have an absolute redline - and that is - "we do not fail or give up on a client, even if they're unorganized, unprepared and don't know what they actually want."</p> <p>(Which in some cases is a more common occurrence than you may think) And we have never had a failed implementation because of this.</p> <p>One of the things that we are proudest of, is that many of our statewide deployments were clients on our legacy, pre HSCloud, platform. Our record of reliable service and partnership was, in many cases, as big of a factor in staying with HealthSpace and migrating to HSCloud, as the revolutionary nature of our cloud platform was.</p> <p>Virginia, and West Virginia are two examples of statewide clients that pre-dated our modern cloud platform. In the case of Virginia,</p>

	HS GovTech Response
	<p>HealthSpace has been their statewide EH technology partner for 20 years. It's simply impossible to dazzle an agency with impressive tech, if they have had the experience of working with your organization previously and found the service and commitment to be wanting. Execution matters, service matters. Technology changes, people come and go, but reliable and dependable service - not when things are easy, but when they are hard - is where the true measure of a company, and the true measure of a partnership are truly tested. We try to maintain a culture of transparency. Software has a way of keeping you humble. There are times -despite the best efforts and good faith of all sides -despite the best processes and documentation - that something doesn't go as expected. In our experience</p> <p>we've found that very rarely is either party at fault for doing something wrong. And since carelessness is the rarest cause, how an organization reacts when the unexpected happens makes all the difference in the world. When we do make a mistake however we insist that our team admits it, owns it, and quickly sees to it that it is resolved. There can be no trust without accountability, and no accountability without transparency, and so we strive to imbue our organization with a sense of responsibility, transparency, and accountability. We encourage all of our clients to say something and raise a concern to management when they have one. We'd always rather have a conversation and it turns out to not actually be anything, than it actually becomes an issue. To that end, on large implementations, we have a regular executive leadership call cadence, where senior leadership from our organization - and our client's organization - have standing times to discuss the project. This open communication actually serves to keep far fewer things from becoming a pain point, and develops a trust from both sides that there is a reliable and open communication channel. In fact, the norm is that as a project progresses those calls get shorter and shorter, because short accounts are kept on both sides simply by talking openly.</p> <p>We have found one thing to be nearly universally true in large deployments, and it's a factor that is very good for this particular</p>

	HS GovTech Response
	<p>project. Agencies that are migrating from a product - created by a company - of some sort seem to always do better than agencies that are moving from paper, or an in-house built database, to a vendor solution.</p> <p>There are many reasons for this ranging from - agencies that have been in house tend to have not documented their processes and workflows as well as agencies that have been on a product of some sort - to the very real factor that in situations where there is an in house database there are many times individuals involved that may not actually be fully on board with giving up the control they feel they have when they manage the database - even when the database is not up to the needs of the agency.</p> <p>With as many EH agencies as we work with, we've seen more scenarios than can be listed exhaustively here. But, no matter what the specifics of the challenges are, the overarching attitude we always try to take is "none of that noise matters - how can we resolve it and deploy successfully for the agency." That's why we have more state deployments for EH than any other company, and it's why in many cases they've been clients for upwards of 20 years.</p> <p>Think of HS GovTech as an extension of your staff. We do not need "ramp up time" to get to know how regulatory agencies work. We do not talk to our clients in "tech speak," but as expert partners in our client's important health and safety mission.</p> <p>It is an important distinction, because the best tech minds in the world do not mean much if they do not understand your important job, and how you use our product every day. Our knowledge base, and a core competency in environmental health, and related health and safety regulatory agencies gives us the key advantage of being able to work with our clients to add value at all stages of the process, as well as provide valuable perspective and lessons learned from other similarly large implementations.</p> <p>We take our responsibility to make our clients (and the citizens they serve) lives easier - and more effective - very seriously, and it shows in our track record of service.</p>

	HS GovTech Response
	<p>In the past 24 years, our customer retention rate is 100%. That is a number we are very proud of because it is only achieved by providing great support after the sale and implementation of our products and services. We believe our track record shows the true value HS GovTech provides as a partner to our client agencies.</p>

3. Experience

HS GovTech Response	
a. How long have you/your firm been in business, providing software for permitting and data management System that cover these types of service needs?	We have been serving the EH sector with their data management solution since 1999. We provide SaaS for everything EH and beyond.
b. What experience do you have working with other local governments relative to providing these services?	<p>Since 1999 HS GovTech has provided data management solutions for Environmental Health agencies.</p> <p>We are the most adopted platform in California over the past several years, and have over 900 agencies that utilize our platform nationwide.</p> <p>HS GovTech is continually growing. We have a full-time staff of 100+ employees that are solely dedicated to EH and safety regulatory clients, and only those clients. We are not a one size fits all product that is sold across numerous government sectors. We believe strongly that our core focus is one of our strengths. Public health and safety is our passion. By having the largest staff dedicated to this focused regulatory area, HS GovTech is able to tailor implementations around the needs of an agency, with staff that have done it many times before, so the agency doesn't end up tailoring their workflows to the needs and dictates of the software.</p> <p>The HSCloud Suite product (HSCloud) is the first ever completely configurable web-based application exclusively for health departments. The reason our configuration options are so unique is because we are now able to allow our clients to do with configuration what has historically required custom code, and still does for most other products in the government tech space. Being able to configure, without writing new custom code, for virtually unlimited options, and County specific features, is a very key point, because while the core mission of each of our EH clients are similar, each department has their own unique way of doing business in compliance with the codes and regulations of their state and county. With HS GovTech, our clients join the largest community of EH professionals, and with a product that can be configured custom for any workflow or process an agency wishes to have.</p>
c. Demonstrate your experience successfully completing projects of similar size and nature to that	

HS GovTech Response	
described in the RFP. For each example project, provide the following:	
1) Project title, brief description, and duration.	<p>1. Sacramento County Environmental Health Envision Connect replacement.</p> <p>Project started February 2022 and will be fully live at the end of May 2023. The county has signed a 5 year contract for usage.</p> <p>2. Orange County Environmental Health Envision Connect Replacement</p> <p>Project kicked off August of 2021, the agency went fully live with all programs, fully replacing Envision Connect (including full data conversion) 10 months later at the end of May 2022.</p>
2) If a project is in progress, indicate the anticipated completion date (month, year).	1. 5/23
d. Describe your experience successfully migrating environmental health data to proposed EHPDMS. Where possible, identify the data management system previously used.	
1) Describe any routine or non-routine difficulties in implementation of the new software, data migration or training concerns which have delayed or required additional resources to complete.	<p>Data conversions are one of the more complex parts of a project such as the one proposed by Yolo County. This is particularly true when converting from a system that is older and didn't have proper data validation structures.</p> <p>HS GovTech is uniquely positioned for the complexity of data conversions from Envision Connect. Over the past 24 months we have converted more than 3 dozen unique EH agencies from the Envision Connect suite to our HS CloudSuite platform.</p> <p>Due to this unrivaled experience with the County's legacy data, our team is uniquely qualified to successfully and quickly convert the county's data.</p> <p>We have a huge library of resources and scripts that have been built for EC data conversions that sanitizes and cleans up the incoming historical data and we are able to do this with a much lighter footprint on County resources than is typical in a data conversion of this type.</p>
2) Provide details of any condition related to migration to the new EHPDMS which required additional funds that were not part of the original RFP.	None - All of the more than 3 dozen implementations converting from Envision Connect were fully completed, successfully, on time and on budget with no additional funds

	<p>HS GovTech Response</p>
	<p>being requested even once.</p>
<p>e. Describe your company’s experience integrating the proposed EHPDMS with the California Environmental Reporting System (CERS) to exchange data for environmental health services programs.</p>	<p>In the state of California, we have become the most awarded vendor in the past few years in EH Departments – who administer the CUPA program in many counties and cities. This includes an active implementation with Orange County, Sacramento County, Anaheim fire department, and many others, who selected HS GovTech after a lengthy RFP process, and contracted for full CUPA and HazMat functionality with CERS integration.</p> <p>There are some distinct advantages to being on the same platform as other nearby California jurisdictions – beyond just cost (where there is certainly an advantage). By using HS GovTech, you have an instant community of other users that do the same daily activities that your staff does. This allows for idea sharing, including sharing of workflows and policies other agencies are using successfully. This sharing goes far beyond just sharing about the software, but can actually impact policy and efficiency as many agencies are discovering the flexibility our product offers in molding the system to how they wish to operate – not the way the vendor envisioned when they built the product.</p> <p>This collaboration is a powerful advantage in a rapidly changing and busy regulatory environment. Agencies may choose (at their discretion) to share certain data elements with neighboring agencies. The system also supports inter-agency referral from within the system, so that if a citizen/operator applied for a permit or service through Yolo County when they should have applied in another county, the entire file can be transmitted to another HS GovTech system with a single click.</p> <p>HS GovTech is also the only solution on the market that can be fully customized (as if custom built) through configuration, without custom code or customer consulting work. This rapidly deployable solution is economical, with the feel and performance of a fully custom-built enterprise solution.</p> <p>We have developed a CUPA module – and associated CERS integration – that is unrivaled among commercial software. It is built with</p>

	<p>HS GovTech Response</p> <p>modern technology, on a flexible web-based framework, allowing all of the advancements in web-based data management technology to be made available for the specific use case of HazMat, CUPA, with full real time integration to CERS. We were not bound by legacy product or code, which can cause pre-conceived notions of how a user should interact with a system. We used our unique technology to re-imagine a modern solution for this critically important regulatory program.</p>
<p>f. Provide documentation showing that your company’s supervisory personnel being assigned to this project possess at least three years of recent satisfactory experience within the past five years with regards to working with agencies of similar in size to this contract.</p>	<p>in 2020 we created a California specific division and team. This team handles all California client implementations. The manager of this team has been with HS for 23 years, and has been involved in over 400 deployments.</p> <p>This approach has allowed us to provide unique and focused service and has allowed every position on the team (management, project management, data, configuration etc) to become fluent experts in the way Ca. EH agencies operate.</p> <p>As previously mentioned, most of these new California clients migrated their platform from Envision Connect (similar to Yolo County) and we have successfully implemented their platform.</p> <p><i>Due to RFP’s becoming public records and a history of company’s getting our responses via a FOIA request, we do not publish staff names and resumes in RFP’s but are happy to provide if/when asked.</i></p>

4. Qualifications

	HS GovTech Response
<p>a. For each person on the Project Team provide their name, position, qualifications, certifications, years of experience, educational background information and credentials and a summary of experience working on projects similar to that described in this RFP.</p>	<p><i>Due to RFP's becoming public records and a history of company's getting our responses via a FOIA request, we do not publish staff names and resumes in RFP's but are happy to provide if/when asked.</i></p>
<p>b. Indicate the amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.</p>	<p>We staff a typical deployment of this nature - and would propose staffing Yolo County's - the following way:</p>
<p>c. Each resume is required to have 2 related past performance reference for projects of similar size and complexity where the team member has performed duties similar to the ones that he or she would be responsible for under the terms of this RFP. Vendor must include a contact name, number and email address of someone who has knowledge of the team member's work for that project.</p>	<p><u>Project Manager:</u> Certified PM with multiple successful implementations - including specific experience with CUPA and CERS deployments, completed for similar clients. The project manager is the lead person responsible at HS GovTech for the project, and the project team, and reports directly to the COO and their counterpart at the client agency. As communication and a true partnership can be the difference between a great implementation and a frustrating one, we recommend that the project manager host a bi-weekly Sr. leadership status call with client stakeholders to review and measure the project and all key metrics.</p>
<p>d. List work experience for no more than the last 10 years. List relevant current recent work experience, employers, dates and duties in the last space in reverse chronological order. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the County for approval before they begin work.</p>	<p><u>Business Analyst:</u> The business analyst function is to advise the agency on best practices, what has been successful for other agencies, and what may not be a great approach. The analyst can also conduct a gap analysis if needed for the transition from the legacy product to HS Cloud Suite™.</p> <p><u>Configuration Specialist(s):</u> Configurations specialists are assigned to do all of the configuration work the client wishes to do. Whether that is adding fields, business rules/workflows, or other agency specific needs. While the tools do so are available, and our clients are fully trained on them, we do not ask our clients to take on the task of doing the setup and configuration themselves. We typically do "JAD Sessions" (joint application development) to capture the configuration - over and above the core response functionality - that the agency wishes to implement, and then deliver.</p> <p><u>Data Scientist:</u> The data scientist for this</p>

	HS GovTech Response
	<p>project has experience with numerous previous "like" conversions (California data with a specific specialty in Envision Connect conversion) - including with CUPA and CERS data - and is responsible for the success of the data conversion. They typically will have 1-2 subordinates assigned to the project to assist with the conversion and structuring of the reporting and analysis tools.</p> <p><u>CERS Product Manager:</u> Our company has a full time CERS expert that owns the CERS integration in our product for our California clients. This individual will be available to the project whenever needed, even if just to consult with the agency on CERS rules and processes. Although, typically, it is not something where there is a frequent need as we manage our CERS integration globally at the product level for our California clients, and it works off the shelf for each new CUPA client with CERS integration. An example of the value of a CERS product manager is; we recently made some feature upgrades to several elements of the HSCloud Suite™ CUPA module, which necessitated going back through the tier 3 approval with CERS (which is anticipated to be re-certified again in October). The connection for tier 3 is there and works, data still exchanges (i.e.: the exchange didn't break), but the changes modified a couple of the API interaction elements, and HS GovTech is contractually obligated to all of our clients to maintain the official tier approvals. This is a process where a dedicated CERS product manager provides a big advantage in service delivered for all of our clients. Another area of value from this role is, it helps to keep any unintended issues from arising, with CERS, if a client wants to contemplate a change to their system locally. Any change that may impact the CERS exchange, has a CERS impact analysis done prior to making the changes, to prevent unintended breakage in the integration.</p> <p><u>Developer Liaison:</u> Projects are also assigned a dev liaison, should there be a need for the teams to consult with a product developer on an item, or a specific unforeseen request from the agency.</p>

5. Capabilities and Skill

	HS GovTech Response
<p>a. Describe the project support resources (equipment, staff (number of support staff and their qualifications) and facilities that you have to fulfill the requirements of this contract.</p>	<p>See above.            Section 4 (Qualifications) d.</p>
<p>b. Given your current workload; how do you intend to staff for the additional work that you would have if you were awarded this contract?</p>	<p>If HS GovTech was awarded this contract, it would be completed on the schedule that Yolo County is planning and looking at the dates, it should not be a concern at all, and we have completed conversion for larger California agencies in less time than Yolo County has allotted for this project..</p> <p>HS GovTech follows the agile method in managing our projects. This works well given the range of configurations that a client may choose to include in their system, and it provides the most flexible process for our clients on a relatively rapid deployment timeline.</p> <p>A project of this nature can be done anywhere between 9 months and 12 months - from kickoff to full live. The reason for the range is that we work with our clients at either contracting, or kickoff, on a schedule that makes sense for them, their workload, and other priorities they may be dealing with. For example, going live in the middle of a busy renewal cycle may be a distraction for the County.</p> <p>For a program where we have so much experience (like CUPA), we can move as quickly as the County would like to move the project. The majority of the elements can be deployed off the shelf, with minimal input from the County initially, which also gives the ability to deploy the core product quickly, meeting the core requirements in full, and then look to refine workflows, or the “bells and whistles” over time.</p> <p>We design each project plan and timeline in consultation with our agency partners, as being in sync on timing is a critical element for early success.</p>
<p>c. Has your company experienced a workforce reduction in the past 5 years &amp; if so, how has it impacted service?</p>	<p>N/A            On the contrary, our workforce has increased in the last 5 years substantially.</p>

<p>d. Describe how your company handles customer service &amp; complaints.</p>	<p>We use a product, Monday.com, for our project management tools. This is a browser-based integrated solution that requires no licensing by our clients. The tool is dynamic, including charts/graphs/dashboards, and allows for real time management of all elements of a project; from timeline, to risk management, to individual work items and tickets. All stakeholders are able to see in real time where any aspect of the project is at any time without having to ask someone for the information.</p> <p>The system also allows for exporting of project plans and timelines, should a physical file be needed for presentation or reporting purposes. It is the responsibility of HS GovTech to create, and maintain, the project plan and timeline, in accordance with the wishes of the client project manager.</p> <p>Our Service Level Agreement (SLA) provides additional details on how issue escalation works and we always strive to make a win-win solution for each client's challenges.</p>
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6. Project Approach & Project Schedule

6. Project Approach & Project Schedule	
	<b>HS GovTech Response</b>
<p>a. Provide a preliminary project plan which identifies the Vendor’s scope of work, project schedule, proposed project milestones, and County’s tasks. Identify assumptions made when creating the project plan.</p>	<p>HS GovTech has a vast breadth of experience in converting data from other legacy platforms and products - both in-house “home grown” databases, and from all major commercial products in our field, including familiarity and experience with the solution that the County is migrating from. There are typically no deployments for our clients that do not include a substantial legacy data conversion, so it is a process that we have a large team that does nothing but data conversions. All of our California implementations have migrated from similar, or in some cases a version of the same database (Envision Connect) that you are proposing to migrate from.</p> <p>We have a suite of automation tools and scripts that assist with mapping, and some sanitization (such as de-duplicating if the prior system didn’t enforce validation and duplication checking in a modern way) without having to request our client do that work manually, which can be very time consuming. The ability to do the majority of the mapping, and only reach out to a client designated contact if there are a handful of scenarios that truly need to be verified, saves a lot of time and stress for our clients in a complex process.</p> <p>HS GovTech assigned team will follow the project from kickoff through to training, go live, and support. This includes not only project management and business analysis, but also configuration services performed for the County. It also includes full data conversion services from the legacy database, as well as setup of all initial users, onsite training for all users prior to go-live (including super user/admin training), configuration of reporting services for “canned” and “ad-hoc” reporting, and documentation that is customized to reflect any County specific changes or workflows that are configured into the system. This avoids the confusion of generic documentation, if a County specific section is needed.</p> <p>HS GovTech follows the agile method in managing our projects. This works well given the range of configurations that a client may choose to include in their system, and it provides the most flexible process for our</p>
<p>b. Clearly outline how work will be organized, delivered, and coordinated with the County. Describe the project management approach for implementing the proposed solution. Identify project management and communication tools that will be used. The contractor must provide a detailed plan for conversion from the present system This implementation plan must include all work scope required by the County.</p>	
<p>c. Describe the process or methodology that will be used for providing data migration and data mapping services, system configuration, system implementation, and troubleshooting with the County.</p>	

	<p>HS GovTech Response</p>
	<p>clients on a relatively rapid deployment timeline.</p> <p>Pre-pandemic, initial configuration JAD sessions were conducted onsite and in-person. There is always value to doing that initial step in a room together. This is still an option, however if it is easier for those to be done remotely, those have been done very successfully over video conferences over the past 30 months. The County may elect to do the JAD session onsite, and that will be included at no additional cost if needed. Training is also included (onsite) in the price quoted in this proposal.</p> <p>Throughout the implementation process, progress reports and tracking are provided for County leadership. This includes HS GovTech testing reports prior to the county performing acceptance testing. We perform both automated, and human, testing prior to County testing.</p> <p>We use a product, Monday.com, for our project management tools. This is a browser-based integrated solution that requires no licensing by our clients. The tool is dynamic, including charts/graphs/dashboards, and allows for real time management of all elements of a project; from timeline, to risk management, to individual work items and tickets. All stakeholders are able to see in real time where any aspect of the project is at any time without having to ask someone for the information. The system also allows for exporting of project plans and timelines, should a physical file be needed for presentation or reporting purposes. It is the responsibility of HS GovTech to create, and maintain, the project plan and timeline, in accordance with the wishes of the Yolo County project manager.</p> <p><b><i>See sample project plan outline at the end of this document</i></b></p>
<p>d. Provide a recommended training plan. Include descriptions of the training sessions, estimated hours/session, and proposed training schedule for these County user groups: System Administrators, Super Users, County Staff, and Service Desk.</p>	<p>We find that onsite training (if agreed upon by the county) is superior prior to launch. We provide client admin and super user training, and configuration management tools training to staff selected by client.</p>

HS GovTech Response	
<p>e. Describe the Technical Support services that will be provided during implementation and after the project.</p>	<p>We produce custom video and electronic written material based on the final configuration for deployment. We also provide virtual training if desired, both scheduled to the clients' desires, and on demand as necessary. The system has a help center available to all users and all manuals, videos, training guides, and virtual training sessions are available 24x7 to all users in the system through the help center (online).</p> <p>HS GovTech typically does the initial training on-site for users of the system. The training is broken up by each user's role in the system (inspectors, clerks, supervisors etc.). In the past few years, with the pandemic, training has been done remotely however the format and session/class breakdown has not changed and continues to be successful. All training is recorded and included in the help and training center for future users to be able to use. Training and documentation as described above (training plan, training topics, admin users-specific training needs) are included in this proposal.</p> <p>Documentation that takes into account - all County-specific configuration - is made available in the user help center of the system, and allows for pdf downloads of system documentation. Documentation available is based on the user's role. A standard inclusion in the HS Cloud Suite system - Training – including video training – is available for users in the system's online help center at any time.</p> <p>As changes occur to the Solution, HS GovTech can provide training scripts that support the changes. Release notes shall be provided to the agency within thirty (30) calendar days after the new functionality is announced; and we will provide an opportunity for the System Administrator to ask questions about new releases during the project.</p> <p>All new enterprise clients are in what is called "enhanced live support" for the first 90 days post go-live. This includes onsite staffing for a minimum of a week, and the project team that deployed the product will oversee support until the department and HS GovTech agree that it is in the interest of the department to move to</p>
<p>f. Specifically include the number of staff that the vendor will provide to operate the system and the hours required to effectively operate the system in your plan.</p>	

	<p>HS GovTech Response</p>
	<p>traditional support.</p> <p><b><i>See sample training outline and plan at the end of this document</i></b></p>
<p>g. List the information and resources the vendor will require from the County. Discuss how involved County staff will need to be in the installation of the system. Include how many staff members will be needed and how many estimated hours the County personnel will be devoted to the implementation. The County reserves the right to accept or reject any and all requests for County-provided resources.'</p>	<p>HS GovTech tries hard to keep a light touch on the county resources. Your staff has a regulatory job to do and turning them into software implementation experts doesn't always align with their primary job and responsibilities. The ability to have the heavy lifting done, in accordance with best practices, by a vendor with experience is a large part of why a system like this is procured vs. being done in house. However, it is important for Yolo County to define a couple of key roles that are able to consult with HS GovTech as needed.</p> <p><u>Yolo County Project Manager:</u> This is not a full-time role, but it is important that the county have someone in charge, and that is able to make decisions on behalf of the contract to keep the implementation moving crisply. An estimate of the first month of the project would be a max of 15-20 hours a week of involvement (that estimate is high), and 10-15 hours a week that is milestone driven from time to time throughout the project (such as User Acceptance Testing)</p> <p><u>Yolo County SMEs:</u> As the county feels appropriate. Depending on who the project manager is, they may not be a daily user of the system post go-live. Identifying a subject matter expert (for example someone that is very familiar with the process and data flow) can be very helpful in the configuration JAD session stage. This person can be the "voice of the average user" to ensure that workflows and feature implementation make the user's life easier, not frustrating. This is not more than .25% FTE over the life of the contract, and in some cases, it may make sense for the project manager and the SME to be the same person.</p> <p><u>Yolo County data contact:</u> If there is someone on staff that is familiar with the legacy data, it is helpful to have that contact available. While we do the heavy lift on mapping and conversion, if a question arises that needs someone with historical familiarity with the data available it can be very helpful to the project. This is rarely even a .25% of FTE effort level on a project of</p>

	<p>HS GovTech Response</p>
	<p>this nature.</p> <p>Identify testers for user acceptance testing: The county may wish to select a small number of users to be a part of user acceptance testing. This prevents a single person’s perspective from being the only testing done by the county, and it also allows sections of the system to be divided up easily among different testing areas (i.e.: permits, inspections, reporting, etc.). This is a one-time effort investment during UAT prior to go-live, working from defined test scripts and user stories. In some cases, the SME’s designated by the county may also be the same UAT testers.</p>
<p>h. Provide the personnel available on a daily basis and on an emergency basis if the system fails including any subcontractors.</p>	<p>HS GovTech provides support to every client via telephone, email and submission of issue tickets into the portal.</p> <p>Telephone support is available 8 am to 8 pm PST (weekdays).</p> <p>Project Manager (HS GovTech) can be available onsite for the entire first week of “Go-Live”, or fully dedicated remotely for support (Mon-Fri 8 am - 8 pm EST), for troubleshooting, system training, and to troubleshoot end user questions and concerns.</p> <p>Support for issue reporting and resolution is available via online portal, by toll-free phone at desired times, as well as email if needed. All support requests and history of tickets are tracked permanently in real time in the online support portal. This includes general user questions – not just “bugs.”</p> <p>Our support license (for contract term) includes full maintenance and administration of the application, including the hosting environment – through AWS GovCloud. All 3rd party system integrations – including CERS – are covered in support and maintenance.</p>

7. System Information

7. System Information	
	HS GovTech Response
a. Identify where the proposed EHPDMS will be hosted, the software licensing structure, and data ownership model. Also include information such as number of servers that the vendor has to support the proposed system.	<p>HSCloud Suite is hosted on AWS, and all systems are continuously scanned for security issues, vulnerabilities, and attacks via their built-in systems, such as GuardDuty, Inspector, and Security Hub.</p> <p>HSCloud Suite primarily utilizes the US-EAST-1 and US-WEST-2 AWS regions. US-EAST-1 is in Virginia and US-WEST-2 is in Oregon.</p> <p>AWS is multi-tenant. Our account only supports HSCloud Suite and MyHealthDepartment. All client data is in its own dedicated database.</p>
b. Describe the software product as follows:	
1) Describe the modules or standard features that are included.	<p>Standard features and programs requested in this RFP are all supported by HS GovTech, have been and included in this proposal.</p> <ul style="list-style-type: none"> <li>● Program Management</li> <li>● Facilities Tracking</li> <li>● Permitting</li> <li>● Inspections</li> <li>● Complaint Reports</li> <li>● Billing</li> <li>● Public (Records) Access</li> <li>● CERS (California Environmental Reporting System) Two-Way Integration</li> <li>● Document Storage &amp; Management</li> <li>● Daily Activity and Time Tracking</li> <li>● Service Requests</li> <li>● Inventory Tracking</li> <li>● Certification Tracking</li> <li>● Plan Checks</li> <li>● Robust Reporting Tools</li> <li>● Remote (online) Payment Tools</li> <li>● Offline Field Inspection Module</li> </ul>
2) Identify which Application Programming Interface (API) are available.	<p>As a modern SaaS solution - HS GovTech is API (Application Programming Interfaces) driven.</p> <p>HSCloud Suite™ uses JAVA, JS (JavaScript), MSSQL Server. There are API's available to connect to HSCloud Suite™, and we can connect via API with virtually any other systems as required (local, state and federal). Our current clients have integrated HSCloud Suite™ with nearly 100 other systems and databases, from accounting systems, payment processors, tax collection systems, assessor's office, federal data exchanges etc.</p>

	HS GovTech Response
<p>3) Describe the software maintenance model, including any planned outages and software release cycle.</p>	<p>HS GovTech operates on a slightly different licensing model from traditional software. We offer an unlimited seat license for the scope of the application, to the agency. So, if the number of users increases over time, those users can be added – directly by the agency without having to contact HS GovTech – and there is no effect on cost. The cost quoted for the scope proposed is the fixed price for the life of the contract. The system also allows clients to create limited use logins for other agencies that may need some access – such as the health department, or the planning department – if there are certain elements (in read only form for example) you wish to give access to a sister agency for.</p> <p>The other element of predictability is to not be in a situation where any little change needed, or refresher training if needed, necessitates a quote, new scope and contract amendment. It is not conducive to a productive long-term partnership – which is how we view all of our deployments - for an agency to not want to reach out for fear of being “nickel and dimed.” This is a point of principle for us. There must be flexibility so the system can grow and evolve as your agency does. For example; forms change, ordinances change, and that should be part of the license, support, and maintenance. That principle means that the annual unlimited seat license also includes full hosting and maintenance of the environment (with unlimited bandwidth and storage space), support and maintenance of the CERS – and other – integrations, and technical support and maintenance for the life of the contract. So, for example, if a form changes, or an ordinance change, or you need to add or modify fields in the future, that is included. Support is available through our online portal, toll free by phone, as well as by email. The portal is the preferred method as it updates the ticket history in real time and allows clients to track any items online.</p>
<p>4) Specify which operating systems support the proposed solution.</p>	<p>All current operating systems, Windows and iOS (including their mobile versions) are supported.</p>
<p>5) Describe the reporting functions that are available within the system, and services that may be provided for creating custom reports.</p>	<p>HSAnalytis – a full suite that is included in this proposal - is a robust and advanced reporting suite of tools, fully integrated into the</p>

	HS GovTech Response
	<p>web-based application, that includes a dashboard of reports you use often. Without an inspections due report, or a financial report or reconciliation, all reports are a click away. It also includes advanced configurable reports to meet the needs of every program in your department, including the ability to allow users to look at their data in new, unexpected ways (ad-hoc) so your department can use your data to answer any question to make program decisions, or answer those random, unpredictable inquiries every department gets from political leaders, the media etc.</p> <p>In addition to the fully integrated reporting capabilities, the system also supports direct connection of Tableau, PowerBI, or Crystal directly to a copy of the live data for direct reporting access. The system also supports export integration to a “data lake” should that be needed in the future.</p> <p>The system allows each agency to have their own independent library of reports in the reporting library. This is in addition to the point and click ad-hoc reporting tool that can build any report without the need to understand the underlying SQL or the need to write queries. See detailed reporting descriptions in this response. The reporting options, and numbers and types of reports, are virtually unlimited. All existing reports for other CUPA clients are fully available for review, and inclusion if desired, by any other CUPA agency that uses HS Cloud Suite.</p>

8. Quality Information

	HS GovTech Response
<p>a. Describe your firm’s Quality Assurance Program</p>	<p>For enterprise applications that are flexible and configurable, a multi-faceted approach to testing is essential. HS GovTech utilizes a combination of traditional human QA, but we also augment that through our “Automated Quality Engineering Team.” The QE team maintains and runs fully automated test scenarios that can simulate every action in the system that an actual human user can take. This includes throwing various scenarios at fields to verify field level validations, and ensure that a specific obscure combination of inputs will not cause the system to have an unexpected error. The QE tools also do detailed level reports of all test scenarios including error and bug tracking, should an error be encountered.</p> <p>In addition to functional and operational use training, we also use QE automation to performance test response times and server load. We simulate a 300% over stated capacity (number of users) reported by the county to do core system performance benchmarking, as well as intense load and traffic testing of the front-end citizens portal to simulate high traffic volume to the portal from the public or from operators or licensees at a given time.</p> <p>The testing scenarios are all performed by HS GovTech prior to the county performing UAT. We provide all clients a testing script – approved by Yolo County – so that users are able to test all known scenarios. We also like to use “user stories” to define workflows and processes – along with the expected system behavior – for specific scenarios. All of this in tandem provides a very full testing cycle to the system prior to acceptance for go-live.</p>
<p>b. Describe how your firm selects, trains, and conducts background checks of your personnel.</p>	<p>All employees are subject to background checks prior to employment. There are no subcontractors used by HS GovTech.</p> <p>Selection process and training for all new team members is consistent. Our Director of Regulatory Affairs brings over 40 years in the EH field and basic and advanced EH training is provided to each member based on their interaction level with our clients.</p>

9. Financial Information

HS GovTech Response	
a. A current credit rating from Dun & Bradstreet, Supplier Qualifier Report (formerly named Supplier Evaluation Report). For information on how to obtain such a report contact Dun & Bradstreet at (866) 719-7158 or <a href="http://www.dnd.com">www.dnd.com</a>	DUNS # 828452982
b. Additional evidence of financial strength that the County will consider includes the last three years of audited financial statements (in US dollars) of your company, indicate who audited the statements.	<i>Due to RFP's becoming public records and a history of company's getting our responses via a FOIA request, we do not publish financials in RFP's but are happy to provide if/when asked directly. We are the largest company focused on environmental health data management in the world.</i>

Notes from HS GovTech:

We have reviewed the following RFP documents in the package bid and agree to the requirements:

1. [Sample\\_Long\\_Form\\_Contract-Attachment\\_3.pdf](#)
2. [PO\\_Terms\\_\\_Conditions-revised\\_2023-Attachment\\_2.pdf](#)
3. [Performance\\_Bond-Attachment\\_4.pdf](#)
4. [2023\\_Insurance\\_Requirements\\_Basic-Attachment\\_1.pdf](#)

HS GovTech exceeds all of the insurance requirements. This includes \$5,000,000 per incident in professional liability – including malicious or defective code, cyber liability – includes intrusion or breaches, data insurance – including media tech errors and omissions, among other policy coverages. Yolo County can be added as additional insured to all policy categories, including waiver of subrogation on workers comp if necessary. HS GovTech has not had a claim on any of our insurance policies in the history of the HS Cloud Suite product.



## Project Detailed Deliverables

### Sample Plan – HS GovTech USA (\*can be adjusted as needed)

Deliverable	HS GovTech Tasks	Acceptance Criteria	Number Of Days* From Execution
<b>Stage 1: Project Start-Up, Planning and Management</b>			
<b>1.1</b> Project Kickoff & Strategy Meetings	<ul style="list-style-type: none"> <li>• Prepare kickoff agenda</li> <li>• Kickoff project and facilitate workshop discussions (JAD sessions) to reach consensus with the agency on project strategies.</li> </ul>	Documented project strategy that meets agency needs for 3-phase implementations.	10 days
<b>1.2</b> Project Management Plan Document	<ul style="list-style-type: none"> <li>• Issue draft project management plan;</li> <li>• Update project schedule based on project kickoff discussions and workshops</li> <li>• Perform risk analysis based on known factors, timeline, and resource availability</li> <li>• Finalize project management plan</li> <li>• and Monday.com board</li> <li>• Finalize status report format</li> </ul>	<ul style="list-style-type: none"> <li>• Project management plan (PMP) document satisfies agency’s quality and completeness expectations. Project management plan document available on the Project Team Monday.com board.</li> <li>• The PMP must include:               <ul style="list-style-type: none"> <li>○ Scope Management Plan</li> <li>○ Schedule Management Plan</li> <li>○ Cost Management Plan</li> <li>○ Stakeholder Management Plan</li> <li>○ Resource Management Plan</li> <li>○ Requirements Management Plan</li> <li>○ Communication Management Plan</li> <li>○ Risk and Issue Management Plan</li> <li>○ Change Management Plan</li> <li>○ Quality Management Plan</li> </ul> </li> </ul>	30 days
<b>1.3</b> Business Continuity Plan	Issue Business Continuity Plan	Business Continuity Plan document delivered to the agency.	30 days
<b>1.4</b> Disaster Recovery Plan	Issue Disaster Recovery Plan	Disaster Recovery Plan document delivered to the agency.	30 days

Deliverable	HS GovTech Tasks	Acceptance Criteria	Number Of Days* From Execution
<b>1.5</b> Host Conference Call Up to 100 calls (1 hr./call, 50/year)	<ul style="list-style-type: none"> <li>• Setup call logistics</li> <li>• Prepare call agenda</li> <li>• Provide meeting minutes</li> </ul>	HS GovTech hosted conference calls are scheduled and completed.	30 days
<b>1.6</b> Up to 24 Monthly Project reports.	Prepare monthly project report.	Monthly Project Reports are complete, accurate, high quality and delivered on or before 10 <sup>th</sup> calendar day of the following month.	30 days
<b>Stage 2: Requirements Verification and System Configuration Design</b>			
<b>2.1</b> System Functional Requirement Specifications (FRS)	<ul style="list-style-type: none"> <li>• Process diagrams for regulated service categories and the supporting systems that require workflow</li> <li>• High-level overview of Agency's primary systems and gather application forms, business processes, issuances</li> <li>• Initial assessment of data sources for data migration</li> <li>• Document gaps identified</li> </ul>	<ul style="list-style-type: none"> <li>• Compile detailed description of business processes to be supported by the System</li> <li>• Compile forms, business logics, outputs to be supported by the System</li> <li>• Compile databases for data migration assessment</li> <li>• Develop an action plan to gather data to close information gaps</li> <li>• Document potential opportunities to streamline business processes</li> </ul>	60 days
<b>2.2</b> System Functional Requirement Specifications	<ul style="list-style-type: none"> <li>• Verify System functional requirements and make necessary adjustments</li> <li>• High-level overview of Agency's secondary systems and gather application forms, business processes, issuances</li> <li>• Detailed assessment of data sources for data migration</li> <li>• Review internal system interface requirements</li> <li>• High-level overview of Agency's exchange network flows</li> <li>• Document gaps identified</li> </ul>	<ul style="list-style-type: none"> <li>• Compile detailed description of business processes to be supported by the System</li> <li>• Compile forms, business logics, outputs to be supported by the System</li> <li>• Refine database migration assessment as input to the data migration plan</li> <li>• Document external system interface requirements</li> <li>• Identify information gaps to support TO-BE business processes</li> <li>• Document potential opportunities to streamline business processes Develop an action plan to gather data to close information gaps</li> </ul>	60 days

Deliverable	HS GovTech Tasks	Acceptance Criteria	Number Of Days* From Execution
<b>2.3</b> System Configuration and implementation Workshop (JAD) #1 (Programs TBD)	<ul style="list-style-type: none"> <li>Walk through System configuration options to support Agency’s business processes developed in 2.1 and 2.2</li> <li>Review draft configuration prototypes to close system gaps</li> <li>Review Agency’s databases for data migration</li> <li>Develop system interface options between System and external systems</li> </ul>	<ul style="list-style-type: none"> <li>Establish general System user interface patterns to support Agency’s regulatory functions</li> <li>Establish general System functions to support Agency’s regulated services</li> <li>Establish system configuration options to close system gaps</li> <li>Documented list of systems to be replaced and required data migration tasks</li> <li>Documented list of interfaces required for the System</li> </ul>	60 days
<b>2.4</b> System Configuration and implementation Workshop (JAD) #2 (Programs TBD)	Same steps as 2.3 above (as needed)	Same steps as 2.3 above	75 days
<b>2.5</b> System Configuration and implementation Workshop (JAD) #3 (Programs TBD)	Same steps as 2.3 above (as needed)	Same steps as 2.3 above	90 days
<b>2.6</b> System Configuration and implementation Workshop (JAD) #4 (Programs TBD)	Same steps as 2.3 above (as needed)	Same steps as 2.3 above	90 days
<b>2.7</b> System Configuration and implementation Workshop (JAD) #5 (Programs TBD)	Same steps as 2.3 above (as needed)	Same steps as 2.3 above	90 days
<b>2.8</b> System Functional Requirement Specification Deployment document	Deliver System functional requirements to incorporate Agency’s review comments and reflect JAD sessions/ workshops	All requested items for delivery from JAD’s 2.3-2.7 have been addressed and documented.	100 days
<b>2.9</b> System Configuration (Initial)	<ul style="list-style-type: none"> <li>Deliver draft system configuration from 2.1 - 2.8</li> <li>Develop a schedule to phase-in any remaining configuration work during subsequent testing.</li> </ul>	<ul style="list-style-type: none"> <li>Document system configuration options to meet System functional requirements. The system configuration document must include:</li> </ul>	120 days

Deliverable	HS GovTech Tasks	Acceptance Criteria	Number Of Days* From Execution
		<p><b><u>1. System Configuration</u></b></p> <ul style="list-style-type: none"> <li>• Configuration Overview &amp; Navigation Hierarchy</li> <li>• User Interface Configuration &amp; Configuration Page Layout</li> <li>• Security Role Matrix</li> </ul> <p><b><u>2. Data Specifications (Input/output Sources)</u></b></p> <ul style="list-style-type: none"> <li>• Database Design</li> </ul> <p><b><u>3. Interface Specification</u></b></p> <ul style="list-style-type: none"> <li>• Interface Overview</li> <li>• Message Format</li> <li>• Communication Methods</li> <li>• Security Requirements</li> <li>• Assumptions &amp; Constraints</li> <li>• Interface Constants</li> </ul> <p><b><u>4. Business Rules</u></b></p> <p><b><u>5. Report &amp; Dashboard Design</u></b></p> <p><b><u>6. Schedule to phase-in configuration work during subsequent System releases</u></b></p>	
<p><b>2.10</b> System Configuration (Final)</p>	<ul style="list-style-type: none"> <li>• Update System configurations interactively to include Agency feedback</li> <li>• Finalize a schedule to phase-in any final configuration work changes requested.</li> </ul>	<p>All revisions to deliverable 2.9 have been addressed</p>	<p>150 days</p>
<p><b>2.11</b> Data Migration</p>	<ul style="list-style-type: none"> <li>• Import initial data migration plan based upon requirement elaboration from Del. 2.1 and 2.2 that includes data migration testing (description and checkpoints for verification of data migration results)</li> <li>• Revise data migration with Agency's comments for remediation import</li> </ul>	<p>The initial data migration:</p> <ul style="list-style-type: none"> <li>• Migration Approach</li> <li>• Automated vs. Manual Data Migration</li> <li>• Migrated Data Destination &amp; Use</li> <li>• Validation/Balancing Checks</li> <li>• Migration Assumptions/Issues/Risks</li> <li>• Final migration Test Plan</li> <li>• Roles &amp; Responsibilities</li> <li>• Plan Maintenance &amp; Versioning</li> <li>• Target Table Inventory List</li> <li>• Source Table Data Map</li> </ul>	<p>180 days</p>
<p><b>2.12</b> System Hosting Plan</p>	<p>Finalize System Hosting Plan.</p>	<p>The final System Hosting Plan must include: schedule for hosting</p>	<p>150 days</p>

Deliverable	HS GovTech Tasks	Acceptance Criteria	Number Of Days* From Execution
		and maintaining site on server(s); precautions being taken to implement data backup services on data stored.	
<b>Stage 3: Iterative System Configurations and Improvements</b>			
<b>3.1</b> Abbreviated User Webinar Training and Walk-Through for UAT Release	Conduct an abbreviated webinar walk-through with Agency users for User Acceptance Testing (UAT).	<ul style="list-style-type: none"> <li>Application Services templates and configurations match the System Configuration Documents</li> <li>HS GovTech attests that System is appropriately configured for Agency testing</li> </ul>	195 days
<b>3.2</b> System UAT Phase 1	<ul style="list-style-type: none"> <li>UAT all configuration, workflows, data conversion, and integrations for Phase 1 for go- live</li> <li>Perform internal quality assurance</li> </ul>	Fully configured System ready for Agency to begin formal UAT	210 days
<b>3.3</b> UAT Support	<ul style="list-style-type: none"> <li>Support Agency during UAT</li> <li>Manage reported problems on the Project Team Website</li> <li>Resolve all Critical and Major Defects Reported</li> </ul>	<ul style="list-style-type: none"> <li>Application Services templates and configurations match the System Configuration Documents</li> <li>HS GovTech attests that System is appropriately configured for Agency testing</li> </ul>	210 days
<b>Stage 4: UAT, Training, Live, and Documentation</b>			
<b>4.1</b> Training Agenda	Prepare and finalize training agenda.	Training agenda must include: <ul style="list-style-type: none"> <li>Training goals</li> <li>Outline of roles between Agency and HS GovTech</li> <li>Outline of the process for transferring the trainings and materials to Agency post-Rollout</li> <li>Description of the different user role-based groups and the differences in training needs</li> <li>Definition of the training approaches to be used</li> <li>Definition of the process for updating training information</li> </ul>	220 days

Deliverable	HS GovTech Tasks	Acceptance Criteria	Number Of Days* From Execution
		<ul style="list-style-type: none"> <li>Establishment of a training schedule</li> <li>Identification of the system components and user role/access groups to be trained on use</li> </ul>	
<b>4.2</b> User Training for Agency Users	<ul style="list-style-type: none"> <li>Deliver Agency-Specific User Training Guide</li> <li>Deliver user training that includes at least 1 (one) week of staff training</li> <li>Provide monthly user support meetings quarterly for at least 12 months post Go-Live</li> </ul>	<ul style="list-style-type: none"> <li>User training guide document</li> <li>User training completed</li> </ul>	235 days
<b>4.3</b> System Documentation	Deliver the new System documentation updated with Agency comments.	HS GovTech shall deliver updates to all System documentation during Stabilization Period that incorporate Agency comments: <ul style="list-style-type: none"> <li>Design Document</li> <li>Interface Control Document</li> <li>Data Dictionary</li> <li>Final User Guides Material live</li> </ul>	250 days
Webinar trainings will be recorded for staff specifically for: Office Staff, Inspection Staff, and Reporting and be provided electronically to Agency in system help center.			

# SAMPLE TRAINING PLAN – HS GovTech

## PROPOSED TRAINING APPROACH/STRATEGY

We generally find that onsite training, if agreed upon by the client, is superior prior to launch. We provide client admin and super user training, and configuration management tools training to staff selected by client. We produce custom video and electronic written material based on the final configuration for deployment. We also provide virtual training if desired, both scheduled to the clients' desires, and on demand as necessary. The system has a help center available to all users and all manuals, videos, training guides, and virtual training sessions are available 24x7 to all users in the system through the help center (online).

HS GovTech typically does the initial training on-site for users of the system. The training is broken up by each user's role in the system (inspectors, clerks, supervisors etc.). In the past few years, with the pandemic, training has been done remotely however the format and session/class breakdown has not changed and continues to be successful. All training is recorded and included in the help and training center for future users to be able to use. Training and documentation as described above (training plan, training topics, admin users-specific training needs) are included in this proposal.

Documentation that considers - all agency specific configuration is made available in the user help center of the system and allows for pdf downloads of system documentation. Documentation available is based on each user's role. A standard inclusion in the HS Cloud Suite system - Training – including video training – is available for users in the system's online help center at any time.

As changes occur to the Solution, HS GovTech can provide training scripts that support the changes. Release notes shall be provided to the Agency within thirty (30) calendar days after the new functionality is announced; and we will provide an opportunity for the System Administrator to ask questions about new releases during the Project.

All new enterprise clients are in what is called "enhanced live support" for the first 30 days post go-live. This includes onsite staffing for a minimum of a week, and the project team that deployed the product will oversee support until the department and HS GovTech agree that it is in the interest of the department to move to traditional support.

## TRAINING COORDINATION

Task	Role/Responsibility
Training Coordination/Scheduling	HS GovTech and Agency Project lead
Training Curriculum/Material Development	HS GovTech
Training Instruction	HS GovTech
Other: Facility logistics (computers, projector, reliable internet connection and/or WIFI, etc.)	Agency

## KNOWLEDGE TRANSFER

All new enterprise clients are in what is called "enhanced live support" for the first 30 days post go-live. This includes onsite staffing for a minimum of a week, and the project team that deployed the product will oversee support until the department and HS GovTech agree that it is in the interest of the agency department to move to traditional support.

If county decides to conduct the training via web conferencing, HS GovTech will utilize our own web conferencing platform, HS GovCall (which is available for county to use at no additional cost and is included in this proposal). HS GovTech team will be on site (or via web conferencing) to monitor the process and provide real-time assistance.

Training facility room requirements (for on-site training) include PC for all users, reliable internet connection and/or WIFI, projector and screen.

## SYSTEM DOCUMENTATION

Type of Documentation	Included in Scope	Description/Explanation/Optional
Quick Reference Guides	Yes	
Online Support	Yes	
Help Desk Support	Yes	
User Group Community Resources	Yes	
Annual User Conferences	Yes	Due to the pandemic, we have not conducted annual user conferences recently but as things become more conducive, we are planning to organize user conferences by regions and your agency will be included in the conferences. HS GovTech will provide travel assistance (as needed for limited users).
Videos	Yes	
Custom User Guides/Manuals	Yes	
System schema and conceptual data models	Yes	

## SAMPLE TRAINING PLAN

HS GovTech provides customized training materials to accommodate varied agency user roles as follows:

- Inspectors and plan reviewers
- Business and financial support
- Leads ("seniors") and supervisors
- System administrators

### Training Topics include:

#### A. End User training shall include, but is not limited to:

- How to access the Solution
- Basic operational skills: navigation, shortcuts, menus, editing, and help features
- Business workflows, including but not limited to:
  - Plan review
  - New permits
  - Permitting-related applications
  - Permit renewal
  - Field inspection
  - Activity and time data recording
  - Complaints
  - Enforcement
  - Searching & querying for records
  - Generating reports and dashboards
  - Sending and receiving messages, both within and outside of the Solution (e.g., triggering a text or email notification or inspection report to be sent to customers)

#### B. System Administrator (and configuration) Training Topics, including but not limited to:

- Security and Access settings
- Managing security profiles
- Data management
- Creating and configuring new attributes
- Managing field labels and displayed/hidden fields
- Business event rules
- Global integration settings (emails, calendars, schedules)
- Managing workflows
- Notifications and alerts
- Form creation and configuration
- Data merge fields and formatting
- Problem determination and troubleshooting
- Database structure
- Creating and configuring custom queries, reports, and dashboards

EXHIBIT C

**WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

**CONTRACTOR**

By  \_\_\_\_\_

Silas Garrison/CEO

\_\_\_\_\_  
Print Name/Title

## Exhibit D- Cost Proposal

**Environmental Health Permit and  
Data Management System  
Proposal Cost Form Exhibit "C2" - From HS GovTech USA**

[Please see tab - Narrative from HS GovTech](#)

Item	Description	Qty	Per Hour Rate	Unit Cost	Extended Cost
1	<b>Basic System</b> -Cloud Inventory/Warehouse Management System-Meets all Mandatory Minimum Requirements including equipment, installation, testing, acceptance of system & training through the implementation process	1	Fixed price includes delivery of full scope of RFP and includes (custom configuration, full data conversion, onsite training) <i>see narrative document for additional details</i>	\$179,900.00	\$179,900.00
2	Maintenance on System 1 year	1	Unlimited 12most perpetual license, all hosting, maintenance, warranty, and technical support	\$54,900.00	\$54,900.00
3	<b>SUBTOTAL</b>				\$234,800.00
4	<b>SALES TAX CALCULATED AT 8% if applicable</b>			n/a	
5	<b>TOTAL COST OF BASIC SYSTEM</b>		Full custom implementation and first year license, hosting, warranty, maintenance, and technical support		\$234,800.00
<b>List Additional Warranty, Maintenance, Training &amp;Support Services that are included in the above cost:</b>					
6	See narrative from hsgovtech tab for additional information			\$0.00	\$0.00
7				\$0.00	\$0.00
8				\$0.00	\$0.00
9				\$0.00	\$0.00
10				\$0.00	\$0.00
11				\$0.00	\$0.00
12				\$0.00	\$0.00
13	<b>SUBTOTAL</b>				\$0.00
<b>List Any Additional Warranty, Maintenance, Training &amp;Support Services that are not included in the above cost:</b>					
14	Year 2 license, hosting, warranty, maintenance, and technical support			\$54,900.00	\$54,900.00
15	Year 3 license, hosting, warranty, maintenance, and technical support			\$57,645.00	\$57,645.00
16	Year 4 license, hosting, warranty, maintenance, and technical support			\$60,528.00	\$60,528.00
17	Year 5 license, hosting, warranty, maintenance, and technical support			\$63,550.00	\$63,550.00
18				\$0.00	\$0.00
19				\$0.00	\$0.00
20	<b>SUBTOTAL</b>				\$236,623.00
21	<b>SALES TAX CALCULATED AT 8% if applicable</b>				
22	<b>TOTAL COST NOT COVERED IN BASIC SYSTEM (Year 2-5 license, hosting, warranty, maintenance, and technical support)</b>				\$236,623.00

	<b>TOTAL COST 5 year cost (including full custom implementation, training, data conversion - covering all items in RFP scope - and 5 years license, hosting, warranty, maintenance, and technical support)</b>	<b>\$471,423.00</b>
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## Exhibit E- Milestones

HS Milestone Table:						
Deliverable-Milestones						
Milestone	Phase	Total time to milestone completion	Percent payment		Type of Service	Milestone deliverable description
1.00	Contract execution, delivery of baseline full product at time of execution, including delivery of usernames and passwords to access product for County defined initial users/SME's	7 days from execution of contract	50.0%	89,950.00	goods	Provision of entire environment, delivery of access (including user names and passwords for County requested staff) to the baseline product with California specific configurations for state ordinance and mandated programs (ie: food, Haz Mat etc)
2.00	First year perpetual license delivered	7 days from execution of contract	100%	54,900.00	goods/license	Environment is provisioned, and logins provided, within 48 hours of contract execution. HealthSpace agrees to delay the application of the monthly license, hosting, and support fee until 3/1/2022. The remaining 50% of the first year is due at go live.
3.00	JAD sessions. County specific data requirements and configuration work complete and delivered to County for signoff	90 days from execution of contract	5.0%	8,995.00	service	Deliverable package to include data fields map and elements, workflows, and initial business logic requirements for (Food, Public Pools, Hazardous Materials program, Ocean Water Quality, Massage program Solid Waste program) that come out of the JAD sessions with County SME's and department heads. Upon signoff HealthSpace will proceed to make the modifications to HealthSpace Cloud Suite.
4.00	Configurations made - per workflow and configuration meetings - in product and delivered for testing to County	120 days from execution of contract	5.0%	8,995.00	service	Specific changes and configurations to product as result of specifications from prior deliverable
5.00	Initial data conversion performed and delivered to County for testing.	120 days from execution of contract	5.0%	8,995.00	service	Data converted from legacy data source <i>Envision Connect</i> and available in HealthSpace Cloud Suite for the programs included in this contract. HealthSpace will provide UAT (user acceptance testing) scripts for data validation, user testing, verification in HealthSpace Cloud Suite for signoff.
6.00	Final tweaks, configuration changes - if required and requested by County across the programs. Review of Citizens Portal	150 days from execution of contract	5.0%	8,995.00	service	Any additional configuration changes, including modifications to data fields and workflows, as a result of the previous deliverable testing. All changes will be available in production environment for testing in HealthSpace Cloud Suite. This also includes the ability to walk through the citizens portal.
7.00	Final User Acceptance testing. Updated UAT scripts to be provided by HealthSpace	165 days from execution of contract	10%	17,990.00	goods	HealthSpace will deliver full UAT scripts and scenario testing for users to use to validate system ready for go-live
8.00	Final data conversion for go-live	175 days from execution of contract	0%	0.00	service	A final refresh of data from <i>Envision Connect</i> to be available in HealthSpace Cloud Suite. Users will validate with UAT data validation scripts, from previous data deliverable, to sign-off as to completeness of final data set and certification for go-live
9.00	On-site training for go live	175 days from execution of contract	10%	17,990.00	service	on-site training of users for successful go-live
10.00	Go-live	180 days from execution of contract	10%	17,990.00	service	Product has successfully gone live