



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1137 IMPLEMENTATION OF SAP BUSINESS WAREHOUSE/BUSINESS OBJECTS

July 11, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for the Implementation of SAP Business Warehouse/Business Objects.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit 6 hard copies and one (1) electronic copy (on CD or DVD) of your proposal on August 5, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Phill Haley, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Jim Hamilton at (805) 781-5043.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Jim Hamilton at: jhamilton@co.slo.ca.us with "SAP BW/BOBJ PROJECT" in the subject line. All questions will receive a response within two (2) business days. The question and its response will be posted (anonymously) on the SAP BW/BOBJ Requirements RFP internet web site located at: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.


PHILL HALEY

Buyer – GSA - Purchasing

phaley@co.slo.ca.us

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LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of six (6) and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on August 5, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: PHILL HALEY
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for 180 days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. **(Optional – for the use in case of a contract)** - The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree

with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

d. **Indemnification**

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

INSURANCE REQUIREMENTS

SAN LUIS OBISPO COUNTY INSURANCE REQUIREMENTS

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: GENERAL SERVICES AGENCY, ATTN: PHILL HALEY, 1087 SANTA ROSA ST, SAN LUIS OBISPO, CA 93408

PROJECT SCOPE

1.0 Introduction

San Luis Obispo County is located on the Central Coast of California, approximately 200 miles south of San Francisco and 200 miles north of Los Angeles. The population of San Luis Obispo County is approximately 264,900. The largest incorporated city is the City of San Luis Obispo with a population of approximately 44,000.

The County is governed by a non-partisan Board of Supervisors. The County has a major responsibility for providing health and human services, elections, public safety (shared with some of the incorporated cities), county jail services, probation services, airport facilities, parks and recreation, maintenance of county roads and infrastructure, and housing for the courts.

The county budget is a legally adopted budget and is organized by Fund Centers which represent various departments. The county has approximately 2,700 employees and is the second largest employer located in the county.

In September 2003 the County began implementing SAP version 4.7 EA-PS 20. The County went live with the financial related modules of SAP in January 2005 and the human resources/payroll related modules in December 2005. In August 2009 the County completed an upgrade to ECC 6.0.

The County is currently soliciting proposals for professional services for the installation and implementation of SAP Business Warehouse and SAP Business Objects, to include the development of a limited set of production reports from SAP and possibly non-SAP sources. The implementation should be completed with consideration of installing SAP's Public Budget Formulation (PBF) at some future date. PBF implementation is not a part of this RFP. The ideal consultant will work closely with County staff throughout the project such that County staff is provided knowledge sufficient to maintain and further develop the system.

2.0 Pre-Proposal Conference and Estimated Timeline

2.1 Pre-Proposal Conference

An optional pre-proposal conference will be held on Tuesday July 19, 2011 at 2:00 PM PST, at:
1055 Monterey St., Room D220
County Government Center
San Luis Obispo, CA 93408

To attend this conference, please call Jeannine Edwards at 805-781-4087 by July 18, 2011 to make arrangements. You can also attend via Conference Call by dialing 805-788-2973, at the voice prompt press the number 9 to enter the meeting. The meeting pass code is 2973*.

2.2 Estimated Timeline

RFP Released: July 11, 2011– Copies will be mailed upon request.

Pre-Proposal Conference: July 19, 2011 at 1PM (PST)

Questions on RFP Contents: Contact Jim Hamilton at 805-781-5043

Proposals due: August 5, 2011

Proposal Evaluations: August 29, 2011

Proposers Notified: September 6, 2011

3.0 Overview and Expected Outcomes

3.1 Overview

The County of San Luis Obispo (SLO or County) is seeking proposals for professional services to partner with the County's in-house SAP support team for the installation and implementation of SAP Business Warehouse (BW) and Business Objects (BOBJ). The objective of the project is to establish an enterprise data warehouse, enhance the County's reporting capabilities and train County technical and functional support staff working directly on the project with knowledge necessary to support the BW/BOBJ system and further develop reports.

The strategy envisioned by County to achieve these objectives is to conduct a blueprint phase during which the County will identify a group of 5-10 SAP modules comprising a set of core "report areas" for reporting from Business Warehouse. For each report area, one or two key reports will be identified during blueprint and developed by the implementer and County project staff using standard BEx Queries installed through SAP business content. The County intends to utilize standard content to the fullest extent and define a project scope that requires minimal customizations. The County also intends to develop 2 to 6 custom infocubes from tables across different SAP modules. Additionally, during the blueprint phase the County wishes to explore the feasibility of including non-SAP data sources in the project scope, considering impacts to the project timeline and additional costs, if any.

Separate pricing and County staffing estimates are requested for the implementation of Business Objects (BOBJ). Based on those estimates the County may choose to proceed with the implementation of Business Warehouse without Business Objects. Should the County choose to implement Business Objects; the strategy envisioned is to identify 3-4 dashboard-style reports during the blueprint phase for development.

During the process of implementing the BW/BOBJ system and developing reports, the County expects the implementer to work closely with County project staff so that County staff develops skills sufficient to support and expand the BW/BOBJ system and develop additional data sets and reports/dashboards independently in the future.

Security design, implementation and testing are included in the project scope, with the expectation that County staff receive sufficient knowledge to maintain ongoing security requirements.

County staff will be solely responsible for training of end-users outside of the project team. The County will provide all required operating systems, hardware and network support for the project.

The County's SAP environment is Windows/Intel based, running a total of approximately 2700 users, 2300 of whom are strictly Employee Self Service (ESS) Portal users. The current modules in use by the County are listed below in table 6.1. The County Windows environment consists of Windows Server 2003 64bit with SQL Server 2005. SAP Solution Manager 7.01 is implemented across the landscape and the County holds the SAP Customer Center of Expertise. Additionally, where feasible and supported by SAP, the County will run various servers within various layers of the landscape in a virtual environment using VMWare.

3.2 Lead Contractor and Consortiums

SLO County intends to award a single, responsive, responsible offer, but also encourages the development of a consulting team made up of qualified individual consultants from one firm or a consortium of firms.

If you are proposing as part of a team or consortium of firms, the lead contractor must submit a single proposal that includes Memoranda of Understanding (MOU) between all consultants or consulting firms that clearly identifies the individual consultants (by name) that will work on this project and what their roles shall be.

The lead contractor shall guarantee that the individual consultants referenced in their proposal and MOU are the actual assignees that will be working on the project. Substitutions of any individuals shall only be accepted and approved in writing by an authorized County Agent during contract negotiations. The County reserves the right to terminate the contract if replacement consultants that are satisfactory to the County cannot be identified by the Contractor.

The County may also use independent contractors, in conjunction with the consulting firm, for specific functional areas such as payroll and time management.

3.3 Funding

The County has budgeted funds for this project and must operate within budget, funding, and allowable expense constraints. The County anticipates project costs up to approximately \$350,000 including all expenses. Final contract approval is dependent on the acceptance by the Board of Supervisors and approval of the required funding appropriations.

Expenses can include consultant(s) cost per hour, and actual expenses for travel, lodging, and meals. Expenses must be reasonable, affordable and justifiable. The County travel policy provides reasonable guidelines (see section 9.4).

As described in section 9.4, the County requires cost proposals to include pricing for the implementation of Business Warehouse alone and separate pricing for the implementation of Business Warehouse with Business Objects

3.4 Contract Period

If a contract is awarded as a result of this RFP, it shall potentially be for a one year period beginning on or around October 1, 2011. The County reserves the right to withdraw this RFP at any time, re-issue a subsequent RFP, or terminate any resulting contracts at any time.

3.5 Evaluation Process and Score Summary

Written Response

Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Criteria scores will then be summed. If San Luis Obispo County does not elect to have an oral evaluation, the award will be given to the highest scoring proposal based on the written proposals.

Optional Oral Evaluation

If it is determined to be in the best interest of the County, an oral evaluation will be scheduled. The Proposers with the highest scores (not more than 3) will be invited to an oral tele-conference evaluation with the evaluation committee and members of the SAP project team. The consultants named in the proposal will be included in the oral evaluation. The same criteria used to evaluate the written proposals will be used to evaluate the finalists during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification.

After the oral evaluation, each evaluator shall independently assign a score to each evaluation criterion and the criteria scores for the oral evaluation will be summed. The oral evaluation scores and the written evaluation scores will be summed resulting in a final score.

Proposers must complete all questions under Section 9. Limit your responses as instructed for each question. These questions are to determine whether the Proposers have the qualifications to provide the required services. These questions will focus on past experience, consultant qualifications, approaches, and cost.

Proposers must receive enough points to have earned at least 70% of the available points. Proposers failing to achieve 70% of total points will not be eligible to receive a contract award under this procurement.

Company History and SAP Experience	45
Individual Consultant Qualifications	50
Plan, Approach, Timeline	45
<u>Costs</u>	<u>60</u>
	200 Points Possible
	70% = 140 Points

Consulting firms that qualify for local vendor preference will receive an additional 10 points.

4.0 Current Specifications

4.1 SAP Modules in Use

Area	SAP Modules
Financial	General Ledger (FI), Special Purpose Ledger (SPL), Funds Management (FM), Accounts Payable (AP), Accounts Receivable (AR, limited use), Controlling (CO), Project Systems (PS), Fixed Assets (AM)
Logistics	Purchasing (PU), Plant Management (PM), Inventory (INV)
Human Resources	Personnel Administration (PA), Organizational Management (OM), Payroll (PY) (26 pay periods annually), Time Management (PT), Cross Application Timesheet (CATS), Benefits (BN), Employee Self Service (ESS)
Reporting Tools	Report Writer, Report Painter, SAP Query, SAP Script
3 rd Party Add-ons	BSI, Intellicorp Live Compare, EPI-USE Data Sync Manager, Open Text Live Link (Document Imaging), Open Text Archiving, RWD InfoPak
Netweaver	Netweaver 2004 Enterprise Portal EP 6.0, Netweaver 2004s Solution Manager
Help Desk	c.Support (GWI Software, follow-on product is iSupport) – Not limited to SAP User requests – Not an SAP module

4.2 SAP Hardware Platforms in Use

Layer	Type	IBM Model or VM	Specifications
Sandbox	ECC 6.0 (sd1efs01) NW 7.0 (sp1efs01)	VM	sd1efs01 - 4 x 2.50 GHz, 8 GB RAM sp1efs01 - 4 x 2.5 GHz, 10 GB RAM
Development	ECC 6.00 (dv1efs01) NW 7.0 (dp1efs01)	VW	dv1efs01 - 2 x 2.50 GHz, 16GB RAM dp1efs01 - 2 x 2.50 GHz, 8 GB RAM
Quality Assurance	ECC 6.0 (efsqa101 and efsqa102) NW 7.0 (efsqp101 and efsqp102)	eServer Blade Center HS21 8853GLU (2 each ECC and 2 each NW)	efsqa101 and efsqa102 - 2 x Xeon Quad Core 2.50 GHz, 32GB RAM efsqp101 and efsqp102 - 2 x Xeon Quad Core 2.50 GHz, 16 GB RAM
Production	ECC 6.0 (efspd101 and efspd102) NW 7.0 (efspp101 and efspp102)	eServer Blade Center HS21 8853GLU (2 each ECC and 2 each NW)	efspd101 and efspd102 - 2 x Xeon Quad Core 2.50 GHz, 32GB RAM efspp101 and efspp102 - 2 x Xeon Quad Core 2.50 GHz, 16 GB RAM
Patch Testing	ECC 6.0 (efsts101) NW 7.0 (efstp101)	VM	efsts101 - 4 x 2.50 GHz, 16GB RAM efstp101 - 1 x 2.50 GHz, 8GB RAM
Training	ECC 6.0 (efstn101)	VW	efsts101 - 4 x 2.50 GHz, 16GB RAM

			efstp101 - 1 x 2.50 GHz, 8GB RAM
Support	ECC 6.0 (efssu101)	VM	efssu101 - 4 x 2.50 GHz, 16GB RAM
Solution Manager Development	Solution Manager 7.01 (efssoldev)	VM	efssoldev - 2 x 2.50 GHz, 8GB RAM
Solution Manager Production	Solution Manager 7.01 (efssolsld)	VM	efssolsld - 4 x 2.50 GHz, 12GB RAM

4.3 Technical Releases/Statistics

Item	Release/Statistic
Current SAP ECC Version	ECC 6.0
Current Basis Release	700
Current Kernel	700 Patch Level 278
Current RBDMS Vendor	Microsoft SQL Server
Current RBDMS Version	2008 9.00.5000
Current Hardware Platform	IBM
Current Operating System	Windows 2003
Number of SAP ECC System in landscape	7
Size of production SAP R/3 Database	285 GB
Existing growth of the Production Database	3-4 GB per month
Name Users	4873 (4,841 non-system users)
Number of Interfaces	46
Number of Sap Script	15
Number of Smart Forms	2
Z Versions of Sap Transactions	10
Modified SAP Code	93
User Exits	14
SAP Query Reports	50
Report Painter/Writer	48

Note: All custom ABAP programs confirmed as Unicode ready using SAP UCHECK transaction.

4.4 Application Statistics

Item	Statistic
Modules Implemented	19
Industry Solution	Public Sector
Number of Company Codes	1
Number of Plants	1
PM Work Orders created in 1 year	10098
Number of Bargaining Units	13
Payroll period	26 to 27

5.0 Project Requirements and Considerations

5.1 Existing SAP Support Structure

Role	Count
Steering Committee	7
SAP Functional Support Manager (overall)	1
SAP Functional Support Section Leads	2
Finance – Functional Staff	3
HR/Payroll – Functional Staff	2
SAP Technical Support Manager	1
Software Engineers – ABAP	2
System Administrators – BASIS	3

The County intends to use 2 functional and 2 technical staff, if required, for the project. The contractor should be aware that the Support Team will also be supporting daily operations during the implementation period. While we will limit any new initiatives, there may be times when current operations require our immediate attention.

5.2 Important Considerations

- a. San Luis Obispo County is committed to enhancing the knowledge and abilities of the County SAP Support Team through knowledge transfer when consultants are brought in for project implementations.
- b. Responders should be aware that support and subject matter expert positions will not be backfilled while participating on the project. The result is that regular work schedules and SAP production support may compete for time and team resources.
- c. The County intends to use SAP Solution Manager for project administration and issue tracking/reporting.

5.3 Consultant Qualifications

The contractor shall provide services in a leadership role to assist the County's SAP support team and stakeholders with the implementation and final acceptance of this project. This shall include knowledge transfer and County SAP technical support staff training (see Knowledge Transfer and Staff Training below) for the correct operation of the BW/BOBJ system. Consultant(s) selected for this project shall have:

- a. Personal experience with SAP BW/BOBJ implementation and must be qualified to take the lead role in this project.
- b. Experience with public sector solutions of SAP ECC 6.0 and Portal 7.0 or 7.1 are required.
- c. One individual consultant will be designated as the lead to manage other consultants on the project, working closely with the County's SAP Support Manager or their designee, to ensure the project is progressing as planned. The lead consultant must also provide expertise in at least one technical or functional area germane to the project.
- d. If the selected proposal includes subcontracted consultants, the lead must come from the primary contractor.
- e. Consultants for this project must have experience with at least two SAP BW/BOBJ installations in agencies of similar size and scope to San Luis Obispo County. Experience or knowledge of with Public Budget Formation (PBF) desirable but not required.
- f. Consultants for this project must have combined SAP skills in the following areas:
 - Technical skills and journey level experience in BASIS, Security, ABAP, JAVA, Netweaver Development Studio, and the implications of applications using Netweaver.
 - Functional skills and working knowledge experience in all modules listed in section 6.1, for the public sector.
 - Experience working with SAP in a VM Ware environment

5.4 Knowledge Transfer and Staff Training

The contractor shall provide services to include knowledge transfer and County SAP technical staff training for the correct operation of the BW/BOBJ system. The County is aware that technical knowledge transfer and training come in many forms, minimally is it expected that the contractor selected for this project will define:

- a. The number of formal training sessions to acquaint the County team members with the BW/BOBJ applications and its required system administration.
- b. On-the-job-training mentoring County staff on project tasks. Upon completion of the project, County staff should have the basic system administrator skillsets to make use of the extensible nature of the BW/BOBJ applications.
- c. Reference materials and documentation that will be produced, and recommended SAP manuals, etc.

5.5 Expected Consultant Resources

The County has an initial expectation that the following minimum resources will be supplied by the contractor and that individuals will be named and present supporting qualifications during contract negotiations:

- | | | |
|-----|-----------------|--|
| (1) | BASIS staff | onsite preferred, full-time or as negotiated |
| (1) | BW Architect | onsite preferred, full-time or as negotiated |
| (1) | BW Developer | onsite preferred, full-time or as negotiated |
| (1) | Project manager | onsite preferred, half-time or as negotiated |

Note:

- Expertise in running in a VMWare environment will be required at times during the project and supporting consultant qualifications must be presented.
- A bucket of functional staff hours should be included to assist with functional problems that arise during the course of the BW/BOBJ project.

5.6 Project Management

The County's SAP Support Manager or their designee will serve as the overall project manager and decision maker. The consultant will provide an experienced project manager to provide a road map and develop and track an actual project plan.

SAP's Solution Manager will be used where applicable, by agreement between the contractor and the County, for design, documentation, implementation, completion, and final acceptance of this project.

Consultant project management tasks will include, but are not limited to:

- a. Detailed work plan that reflects the journey level knowledge of consultant staff
- b. Coaching for the combined consultant and County project work team
- c. Production planning for an implementation during the fiscal year
- d. Emphasize joint consultant-County problem solving
- e. Develop testing schedules
- f. Ensure consultant staff is on-site or available remotely for agreed upon schedule, to be established in contract negotiation.

5.7 Timeline

It is anticipated that the BW/BOBJ project will take approximately 4-6 months. The project is expected to start approximately October 3, 2011, with production BW/BOBJ reports available in March/April 2012. Contractor(s) must be available at this time to begin working full time or as negotiated, on the project, with only approved (in advance by the County) time off. Contractor(s) must be available through project completion.

No less than one month prior to project start date, the contractor will assist the County with hardware sizing to allow time for County to procure additional hardware if needed before project kickoff. Additionally, the contractor will define any needed software and documentation, including

SAP manuals that should be on-site for the project kickoff.

The project will be deemed complete after sign-off of the key reports agreed upon during the blueprint stage, executed from a production BW/BOBJ system using data successfully extracted to the BW/BOBJ system from the production ECC system.

Contractor shall be expected to specify detailed timelines for the overall project, providing a timeline for a "Business Warehouse-only" project and a timeline for "Business Warehouse with Business Objects" project. Timelines are to be broken down into measurable phases indicated by project milestones.

5.8 Reporting and Communication Requirements

Contractor will provide weekly progress reports to the County's SAP Support Manager. These progress reports will include a timeline check against the baseline project plan, any concerns or risks to the project, and progress made since the last report. This report should include technical issues discovered and areas for future recommended changes/corrections.

5.9 Project Billing and Accounting

Itemized invoices will be submitted periodically based on project progress and milestones against a schedule to be negotiated.

All invoices shall be prepared on Contractor's letterhead or standard invoice form and shall include; 1) Contractor's name and business contact information, 2) Purchase order number, 3) Date, 4) Billing Period, 5) Detailed billing information.

5.10 Performance Measures

The performance measures and associated project billing and payment will be negotiated between the County's SAP Project Manager/Steering Committee, and the selected contractor. Measures will be based on the scope of work, timeline, and effectiveness of the consultants.

Examples of measures may include:

- a. On-time completion of blueprint document
- b. On-time installation of BW/BOBJ test system
- c. On-time development and sign-off of key reports in BW/BOBJ test systems
- d. On-time installation of production BW/BOBJ system
- e. Successful initial post-production extract of R3 data to the production BW/BOBJ system
- f. Sign-off of production BW/BOBJ reports
- g. Effectiveness in enhancing the County project team skills

6.0 Scope of Work

6.1 Project Management Tasks

The consultants will be required to perform the following project management tasks for the areas they are assigned:

- a. Provide a detailed work plan for the installation and implementation of Business Warehouse, and Business Objects (should the County choose to include Business Objects in the project) in sandbox/development/quality assurance and production landscapes that reflects understanding of the BW/BOBJ system requirements and functionality.
- b. Guide the project team during a blueprint phase in defining clear and achievable project scope of core report areas and key reports
- c. Lead the County in development of a report testing strategy
- d. Provide assistance to the project team with assessing network infrastructure requirements, developing a transport strategy, data validation techniques, and monitoring and tuning performance of the BW/BOBJ system
- e. Provide assistance to the project team designing security roles and authorizations and developing a plan to implement and test the security design
- f. Provide coaching for the project team, and assist in management of project progress
- g. Provide assistance to the project team developing a go-live checklist
- h. Reflect a working attitude and style that emphasizes equality and respect among all team members
- i. Assist County's Project Team members with best methods for troubleshooting problems and contacting OSS to resolve SAP technical issues as timely as possible
- j. Help design and implement adequate testing schedules
- k. Be on-site as agreed upon during contract negotiations

6.2 Communication Tasks

Consultants will be required to provide leadership and expertise to:

- a. Identify and document functionality and business processes relevant to the project
- b. Provide weekly status reports to the County's project management.

6.3 Technical Task

Consultants will be required to provide leadership and expertise to:

- a. Install BW and BOBJ to all above listed landscapes and functional application systems
- b. Provide the best approach to make technical changes in BASIS, Security, ABAP and other programs as required
- c. Identify any security standards automation tools and/or processes that are recommended or required for BW/BOBJ

7.0 Proposal Questions and Evaluation Criteria

7.1 Company History and SAP Experience (45 points)

- a. Demonstrate that your firm has the capacity to provide these services within the proposed time frame. Provide a brief history and profile of your company; describe other projects your firm is committed to through the end of calendar year 2011 and 2012. (15 points)
 - Attach a recent financial statement, audited preferred (Labeled attachment A.)
 - If proposer is submitting a proposal as the lead agency providing services through subcontracts, a draft copy of the working agreement or Memorandum of Understanding (MOU) between the lead entity and all the participating subcontractors must be included with the proposal. (Labeled attachment B)
- b. Describe your firm's experience with SAP BW and BOBJ implementations. Discuss how long your firm has been delivering SAP consulting services. (30 points)
 - Describe the SAP consulting services you have provided over the last two years. List SAP versions, and functionalities you have implemented. In what capacity were your services provided? For example; functional, technical, project management, etc.
 - Describe your experience with BW and BOBJ reporting from the SAP functionalities listed in this RFP section 6.1. In particular describe your experience with Public Sector Solutions on SAP ECC 6.0
 - Describe your experience with examples where you have developed BW/BOBJ reporting utilizing both SAP and non-SAP sources in the same report
 - Describe your experience developing a BW/BOBJ system using standard content
 - Describe your experience developing web reporting from a BW/BOBJ system
 - Describe your experience developing dashboard reporting from a BW/BOBJ system

- Describe your experience developing custom extractors, cubes, queries etc.
- Describe your experience designing and developing BW/BOBJ security
- Describe your experience with Public Sector Clients
- Describe your experience with implementing BW and BOBJ on virtual servers, specifically VM Ware
- Provide 3 references from your SAP clients, (Public Sector preferred) (1 additional page):
 - Reference Contact Name,
 - Company name and address
 - Contact phone number
 - Services Performed

Evaluation Criteria:

- *Proposal demonstrates that the consulting firm is financially sound, and has demonstrated the capacity to provide these services*
- *Proposal demonstrates recent experience in consulting for implementation of a BW and BOBJ system connected to SAP ECC 6.0, experience with Netweaver, Public Sector solutions, implementing SAP on virtual servers, and 3 references were provided (Public Sector references preferred.)*

7.2 Individual Consultant Qualifications (50 points)

Describe the qualifications of the consultants who will be assigned to this project should your firm be awarded the contract. Provide assurances that the consultants referenced here will be the ones assigned to the project.

- a. Submit a resume (limit of two pages) for each individual consultant proposed to work on the project. It should include all relevant SAP work and include at least 2 references in the United States. Describe the consultant qualifications to lead the implementation tasks in the areas of their expertise. Include the functional or technical area(s) of expertise as well as coaching, knowledge transfer, documentation, project planning, or change management, where applicable.
- b. Include a staffing plan using the following format describing the functional, technical or support areas that each consultant would be assigned to. (add rows as needed, limit one page)

Consultant Name	Proposed assignment to SAP Area(s) and project roles	Hours Assigned to the Project

Evaluation Criteria:

- *Proposed consultant resumes demonstrate the combined, required qualifications as required in section 7.3 of the RFP.*
- *Proposed staffing plan covers all areas of Basis, technical development, Human Resources, Finance, and Logistics functionalities and demonstrate public sector BW and BOBJ implementation experience.*
- *Proposal identifies a lead consultant to work with Project Manager.*
- *Proposed consultant resumes demonstrate experience to facilitate the exchange of ideas for project design, and implementation discussions for decision making*

7.3 Plan, Approach, and Timeline (50 points)

- a. Describe the approach you will take to complete an implementation of BW and BOBJ. How will you work with the County resources to plan and manage the required tasks? If the proposal includes subcontracting with other consulting firms, include all resources in your response. (20 points)
- Describe any known technical and functional issues to be addressed with this implementation of BW/BOBJ, in particular with public sector functionalities
 - Discuss County staffing resources recommended for a Business Warehouse-only project, specifically for each role describe the recommended experience profile (i.e. experienced functional, technical, department super-user, etc), time commitment (up to full-time), and the project stages needed (blueprint stage, report testing, entire project etc). Discuss additional staffing requirements should the County choose to also implement Business Objects
 - Describe the project management and executive decision making structure recommended for a successful BW/BOBJ project
 - Identify any BW/BOBJ training recommended for the project team to receive in advance of the project
 - Describe approaches used for data cleansing and source data quality validation
 - Describe approaches used for report testing, issue documentation and issue resolution
 - Describe approaches used in performance testing
 - Describe approaches used in planning and executing cutover to the production environment
 - Describe of how your consultants will provide leadership in individual areas of expertise, ensuring tasks are completed in a timely manner while working within the framework of the SAP Support Team's management structure

- Describe how you would work with the County Staff; and techniques to provide knowledge transfer to the SAP Support team for skills building such as maintaining security, developing new business content (info cubes, queries, etc.) and developing new reports using BW/BOBJ
 - Provide an example of a weekly report to the County's Project Management
- b. Based on the information supplied in Section 7.6 of this RFP, develop a tentative project plan for the County's implementation of a Business-Warehouse-only project, and a separate project plan for the implementation of Business Warehouse with Business Objects. Include key milestones, decision points, and indicate which consultants are available for each phase. (10 points)

Evaluation Criteria:

- *Proposal describes an approach to the project that includes any known technical and functional issues to be addressed with this implementation, how proposed consultants will work with the SAP Support Team management structure, skills-building and knowledge transfer, and communications based on the specifications of Section 7 of this RFP.*
- *Proposal includes tentative project plans for the County's Implementation of SAP BW alone, and BW with BOBJ Project including a timeline with key milestones, decision points, and showing which consultants are available for each phase.*

7.4 Costs (60 points)

Prepare an estimated budget plan for the project. List consultant costs by hourly rate.

To use as a guideline, the County reimburses travel expenses at actual cost not to exceed a maximum amount. Current maximum travel reimbursement rates are as follows:

- Lodging = \$150/day
- Meals = \$54/day
- Mileage = \$.51/mile
- Common carrier = actual reasonable cost

Overhead charges should be reasonable and relate to agency administrative fees.

If contractor is an individual or a partnership, and would not be expected to have agency overhead costs, and is including an amount for overhead, please be sure to provide a rationale for that charge; include why those charges are not built into the consultant's hourly rates.

Cost proposals for the following must be provided individually:

- Installation and implementation of SAP Business Warehouse connected to a production ECC system, with standard content enabled in 5-10 report areas (SAP modules) and 1-2 reports developed from each report area delivered with standard BEx Queries, including security design and implementation

- Installation of Business Warehouse as described above, adding the implementation of Business Objects and development of 1-2 dashboard-type reports operating in a production ECC environment
- Hourly rates for customizations related to any County requirements not being met with standard SAP delivered content, features and functionality, and/or the use of non-SAP content in BW/BOBJ reports

Describe any other expenses as fully as possible.

Evaluation Criteria:

- *Consultant prices and expenses as a percentage of total cost appear reasonable and other costs are relevant to the project.*
- *Consultant hours and assignments are consistent with timeline and staffing plan.*

ATTACHMENT A – SAMPLE COUNTY CONTRACT

**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of _____, 20__, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____ an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in INSERT ONE OF THE FOLLOWING: financial, economic, accounting, engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services: [DESCRIBE SPECIFICALLY AND IN DETAIL].

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$[AMOUNT: USE EITHER A LUMP SUM OR A SUM PER MONTH, WEEK, HOUR, ETC.], within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a [Period: e.g. MONTHLY, BI-WEEKLY] basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. **Term of Contract.** This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

ALTERNATIVE PARAGRAPH: This Contract shall commence on [DATE], for an initial term until [DATE], and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party [NUMBER] days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or if [ANY ADDITIONAL REASONS], then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Equal Employment Opportunity.** During the performance of this Contract, the Contract or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

8. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be

determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. **Indemnification.** [SELECT OPTIONS 1-5: Consultant-Construction: Consultant Non-Construction ; Contractor-Construction; Contractor-Non Construction; Consultant-Design Professional; Lessor-Lessee; Airport/Aircraft Operations CEQA]. (See Risk Management Bulletin Board.)

15. **Insurance** [SELECT ONE - CONTRACTOR, CONSULTANT, DESIGN PROFESSIONAL] (See Risk Management Bulletin Board.)

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers

and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

(Contact Risk Management for variation of insurance requirements for large or small contracts that may not fit the standard insurance requirements)

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (“CGL”)**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein “ISO”) Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor’s work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY (“BAL”)**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 “Any Auto” (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE POLICY (“WC/EL”)**

This policy shall include at least the following coverages and policy limits:

1. Workers’ Compensation insurance as required by the laws of the State of California; and

2. Employer’s Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein “BI”); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **OPTIONAL PROFESSIONAL LIABILITY INSURANCE POLICY (“PL”)**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-FSCVII" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List County Department & Contact

16. **Records.**

- a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.
- b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

17. **Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

19. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. Reports. [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS]. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, and the manner in

which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

21. Copyright. [OPTIONAL PARAGRAPH]. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

22. Findings Confidential. [OPTIONAL PARAGRAPH]. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. Performance Bond. [OPTIONAL PARAGRAPH]. At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. Restrictive Covenant. [OPTIONAL PARAGRAPH]. Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. Equipment and Supplies. [OPTIONAL PARAGRAPH]. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. Completed with FED LAW. For all DSS contracts over \$10,000 the contractor shall comply with Section 106.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen
County Counsel

By: _____
Deputy County Counsel

Date: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on _____, 20__

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:

Title: _____

Date: _____

State of California
County of _____

On _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature (Seal)