



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES
COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA
93408 • (805) 781-5200
DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL (RFP) PS-# 956

GIS Strategic Plan Consultant

June 4, 2007

The County of San Luis Obispo is currently soliciting proposals for a consultant to create a countywide Strategic Plan for a Geographic Information System (GIS).

Each proposal shall specify each and every item as set forth in the attached requirements. 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 of San Luis Obispo reserves the right to reject all proposals and to waive any formalities.

If your firm is interested and qualified, please submit your proposal **by 4:00 p.m. on July 9, 2007** to:

County of San Luis Obispo
Department of General Services, Purchasing Department
Phill Haley, Central Services Division
1087 Santa Rosa Street
San Luis Obispo, CA 93408

Proposals must be received by mail, recognized carrier, or hand delivered **no later than 4:00 PM PST on July 9, 2007**. Late proposals will not be considered. Submit **12** printed copies and **12** electronic copies of your proposal in Microsoft Word or Adobe pdf file format. The original submission shall be clearly marked "ORIGINAL." A representative authorized to commit the proposing entity in contractual matters must sign the copy marked "ORIGINAL." The Proposals submitted in response to this RFP shall be typed on 8 ½" x 11" white paper, printed on two sides, and bound.

If you have any questions about the proposal process, please contact **Phill Haley, Buyer, at (805) 781-5904**. All other questions pertaining to the content of the proposal must be made in writing via e-mail to Susan Pittaway at: spittaway@co.slo.ca.us. All questions will receive a response within two business days. The question and its response will be posted (anonymously) on the **GIS Strategic Plan RFP** Internet site:

<http://www.slocounty.ca.gov/itd/GISStrategicPlanRFP.htm>, except that the County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

<Phill Haley>

Buyer – Purchasing Department, Central Services Division

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1 General Information

The County of San Luis Obispo Information Technology Department is soliciting responses to this Request for Proposal (RFP) to hire a consultant to develop a strategy and business process for an enterprise wide Geographic Information System (GIS). The consultant selected will provide the County with a Strategic Plan to include a needs and current usage analysis by department, a conceptual design (physical-hardware, software etc., and personnel/data management), a GIS business plan, and a GIS implementation phasing plan with a GIS plan of action.

Specifically, the County desires a GIS strategic plan identifying a strategy for improving County business processes using GIS technology. The plan should propose a management team structure to develop an enterprise-level program, driven by consensus, for guiding the direction of the County's GIS program. The program will focus on addressing internal County departments, however external agencies such as Cal Fire, San Luis Obispo Council of Governments (SLOCOG), incorporated cities and Local Agency Formation Commission (LAFCO) and their relationship with the County should also be considered. The plan should outline an actionable strategy that documents effectiveness of the current business processes using GIS technology, areas of improvement, and cost savings to be realized by shared applications, hardware, software, personnel resources, and data. The Strategic Plan should document applied use of GIS technologies to improve business processes that span the organization, propose ways to improve communication and education among users, and a funding structure. Generally accepted GIS standards and best practices for implementation with new systems should be recommended and new ways GIS can directly benefit the public and County services should be identified.

The plan should include a recommended staffing plan that minimizes redundant roles and responsibilities and list a reasonable phased timetable for implementation based on the County's organizational priorities. The plan should also identify and make recommendations based upon the Proposer's assessment and experience as to which departments would be responsible for maintaining and acquiring specific data sets. The plan will define countywide document standards for data including metadata, maintenance schedules, data accuracy, etc.

The plan should also address methods and necessary infrastructure to achieve efficient data distribution between county departments, State, City, and local agencies, county affiliates, and the public.

The enterprise wide GIS Strategic Plan shall use as guiding principles the following:

- High quality geographic data
- County-wide GIS administration and accountability
- Encourage and value trans-departmental sharing of information resources and coordination

- Value coordination among cooperating external agencies
- Respect the privacy of individuals and choice of organizations to protect sensitive and proprietary data

1.1 The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established in 1850. San Luis Obispo County has 22 departments and approximately 2,500 employees.

Additional information about the County can be accessed via the web at: www.co.slo.ca.us

1.2 County Information Technology Environment

San Luis Obispo County has adopted a strategic initiative to move from the mainframe towards Microsoft architecture. Contractors are encouraged to use Microsoft architecture but proposals based on other technologies will be considered.

County Departments are standardized on Microsoft Office products with some limited use of WordPerfect and Lotus.

1.2.1 Wide Area Network (WAN)

Wide Area Networking is provided over County-owned fiber optic and leased data circuits that are supported through the ITD network group and provides services to approximately 120 remote locations throughout the County. The network group supports ATM, Frame Relay, Token-ring, 10/100Mbps and 1000Mbps Ethernet protocols.

County-owned fiber is available geographically throughout the County; the County's plan has been to continue to convert to fiber and high-speed data communications on a regional/campus basis. Leased-line services are provided by local telecom Contractors although need for services has been decreasing due to an increase in fiber availability.

The County network provides VPN capabilities that can support 500 concurrent users with 128 bit encryption

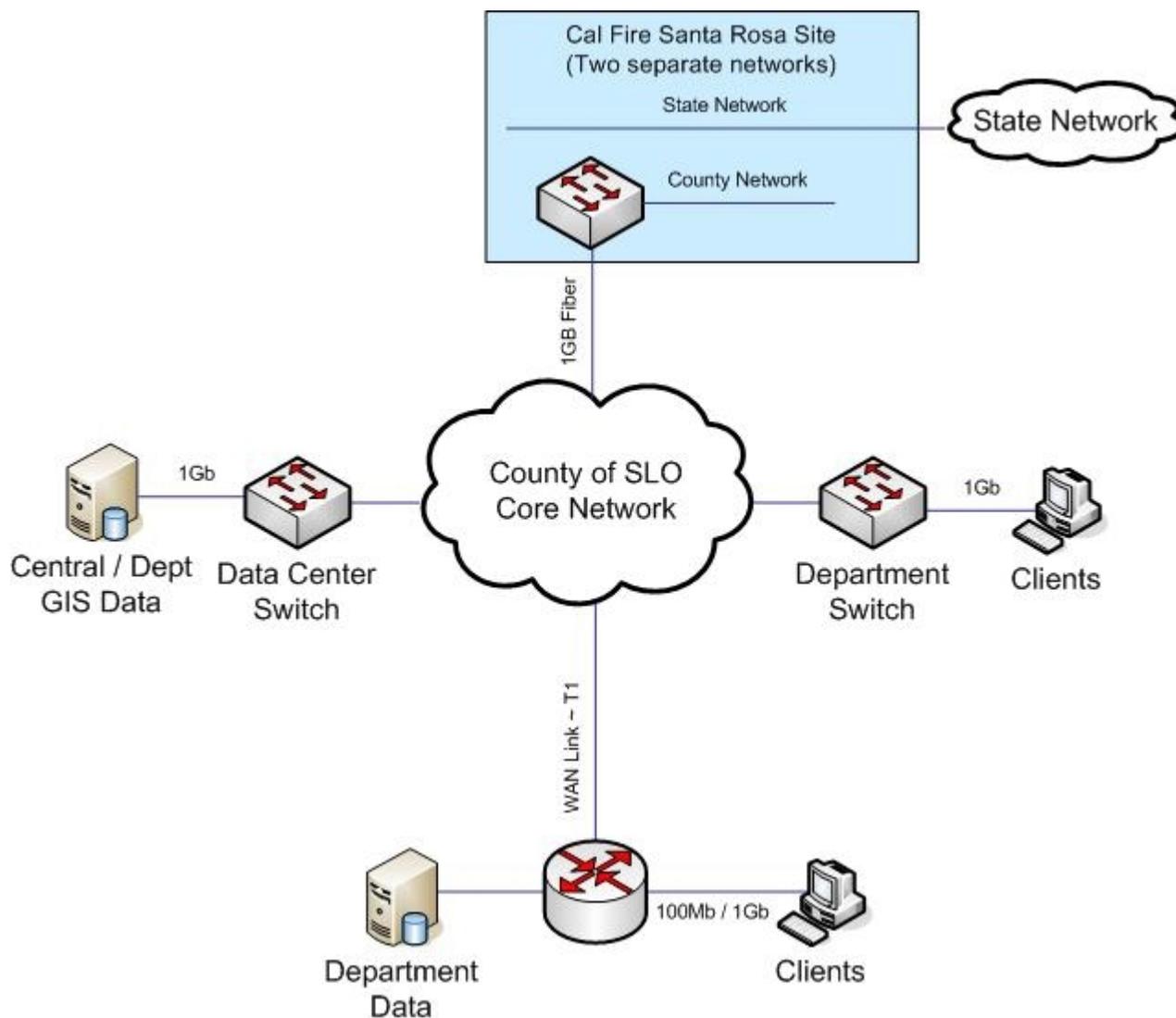
The County runs a fully certified security zone (DMZ) with redundant firewalls.

The majority of the County is based on a fiber network which does not experience significant bandwidth issues; however, several remote departments are connected via T-1 lines which occasionally experience performance issues.

ITD is in the process of expanding central computing operating system capabilities to provide technical support for the County's "extranet" and to develop infrastructure to support Internet, Intranet, and e-Government needs.

Internet connection is provided via two local telecom Contractors.

Additional County agencies such as Cal Fire are utilizing GIS but are not currently directed to the County's network.



1.2.2 Network Operating Systems (NOS)

ITD supported file/print and directory services are provided by Microsoft file servers and Active Directory.

Almost all departments use Windows NT, Windows 2000, Windows 2003, and/or Linux to host their business applications.

1.2.3 Data Center Environment

The ITD Infrastructure division is responsible for supporting an IBM mainframe, VMware ESX virtual infrastructure environment, Microsoft servers, and a myriad of application specific and hosted customer applications and servers.

The Data Center is staffed by operators in a physically secure facility with UPS power and generator backup. Operations staff provides support to the various hosts including mounting/removing tapes, scheduling, running jobs, etc.

Technical Support staff is available 7:00 AM until 5:00 PM, Monday through Friday to assist users with problems. Technical Support is also available after hours or on the weekend, on an on-call basis.

1.2.4 Major County Applications

The County supports eight (8) categories of major departmental applications. Most departments are exclusive to one category while others have a mix of applications from each category. The County's department application categories are:

1. Custom Mainframe Applications - Mainframe with 3270 emulation, custom developed applications supported by the Information Technology Department.
2. Custom PC/Mainframe Applications - Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
3. Custom PC Applications - Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
4. Custom Browser Based Applications – Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
5. Custom Mobile Applications – Custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
6. Custom N-tier Applications - Client/Server (N-tier), custom developed, supported by the Information Technology Department and/or distributed technical staff within Departments.
7. COTS Applications - Commercial Off-The-Shelf (COTS) applications, N-tier, supported by the Information Technology Department and/or distributed technical staff within Departments.
8. Lotus Notes Applications—Custom developed applications on the Lotus Notes/Domino platform, supported by the Information Technology Department and/or distributed technical staff within Departments.

1.2.5 Databases

Microsoft's SQL Server and IBM's DB2 are the two Information Technology Department supported enterprise-level databases. The future direction of ITD is towards SQL Server;

however, the Information Technology Department currently supports DB2 databases on multiple platforms.

Information Technology Department supports Microsoft Access 2000 and later. Access databases are used to support smaller departmental applications as well as mobile application synchronization.

Many departments have implemented a variety of other databases (Sybase, Oracle, etc.) but these are not supported by the Information Technology Department.

1.2.6 Desktop Computer Support (DCS)

The DCS section of the Information Technology Department (ITD) supports a wide variety of industry-standard office automation and productivity tools.

Desktop and portable hardware are standardized on HP/Compaq and Dell products and the supported operating systems are Windows 2000, and Windows XP.

ITD fully supports the Microsoft Office 2000/XP Suite. The use of Corel Office Suite Versions 8, 9, 10, and 11 are being discouraged and ITD support for these products is limited.

1.2.7 Email and Groupware

The County is standardized on a Unix-based IBM Lotus Notes/Domino platform as its e-mail and enterprise collaboration tool. The Countywide Intranet is hosted on Lotus Domino, including the Intranet E-mail portal. The County Internet is hosted on the Content Management System provided by Active Networks using IIS and SQL server.

County employees primarily use the e-mail component of Lotus Notes along with some calendaring and e-Forms features. A limited number of custom Notes/Domino applications have been developed.

1.2.8 GIS Software

The County uses several different GIS related programs. The most extensively used GIS software includes ESRI ArcReader and ArcView versions 3.x and 9.x. The County has Publisher, 3D Analyst, Network Analyst, and Spatial Analyst extensions. The County also has but rarely uses ESRI ArcScene and ArcGlobe. Photomapper from AirPhoto USA is used extensively by multiple departments for viewing aerial photography underlying a variety of data layers. The County uses GlobalMapper to view and utilize the digital elevation model (DEM). The county also uses Google Earth for photo plotting and site evaluation. AutoDesk programs are used for mapping including AutoCad 2007, Design Review 2007, AutoCad Map, and Raster Design. The County also uses the following field mapping software including ArcPad, Pathfinder Office and TerraSync.

Database software includes MS Access 2000 and above, Excel, SQL Server, and DB2. See Section 1.2 and 1.2.5 for more detail.

2 Local Vendor Preference

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a 5% preference for local vendors except when State Law or other law or regulation precludes use of a local preference.

A "local" vendor will be approved as such when:

1. It conducts business in an office with a physical location within the County of San Luis Obispo;
2. It holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo; and
3. Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate Proposals considering the local vendor preference described above. The burden of proof will lie with Proposers relative to verification of "local" vendor preference. Should any questions arise, please contact **Phill Haley, Buyer, at (805) 781-5904**. All prospective Proposers are encouraged to quote the lowest prices at which they are willing to furnish the items or services listed in County Request for Proposal.

All Proposers shall include in their proposal a completed and signed Local Preference Questionnaire. The Local Preference Questionnaire is found in Section 11.1 – Local Preference Questionnaire.

3 General Instructions

Proposers should read carefully the information contained herein and submit a complete response to all requirements and questions as directed. Any questions concerning the content of the proposal should be sent via email to spittaway@co.slo.ca.us.

Proposer's response to this Request for Proposal (RFP) will become part of the agreement. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of ninety days (90) from the date the proposal response is received.

All costs associated with the development of the Proposer's proposal, Proposer presentations/demonstrations, travel, or any other costs or expenses incurred prior to awarding a contract are at the expense of the proposing Proposer and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements of the RFP, including the time commitment and expected cost details for the project. Emphasis will be on

completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County's needs as presented in the Request For Proposal (see section 6, Vendor Selection Criteria). Proposer's proposal should contain only information that directly responds to the proposal.

Proposals should expressly state the offer, including a work plan, budget, key staff qualifications, and a project timeline which the Proposer proposes using to meeting the objectives described in Section #10 Project Scope of this RFP. Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via mail, recognized carrier, or hand delivered. Facsimile ("FAX") proposals or E-mail proposals are not acceptable as a replacement for delivering the required printed copies in response to this Request for Proposal.

BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE REQUIREMENTS OUTLINED 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.](#)

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP, or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all Proposers regarding their proposals, and also reserves the right to select the firm representing their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the selection criteria described in [Section #6 Vendor Selection Criteria](#). The County may also reject all proposals.

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 RFP, 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)]. If any proposer believes that information contained in its response to this RFP should be protected as a “trade secret”, the proposer must mark the top of each sheet of each page containing such information substantially similar to the following “TRADE SECRET – DO NOT DISCLOSE.” If there is any dispute, lawsuit, claim, or demand as to whether such information is a “Trade Secret”, proposer shall defend and indemnify the County arising out of such dispute, lawsuit, claim or demand.

4 Tentative Schedule of Events

The following timetable is provided to assist proposers.

Date	Event
June 4, 2007	RFP Release Date
June 14, 2007	Pre-Proposal Conference (10:30 A.M. Pacific)
July 9, 2007	Proposals Due (4:00 PM)
July 27, 2007	Screening Process Complete
August 27-31, 2007	Proposer Presentations (3-5 Proposer Finalists)
September 5, 2007	Screening Process Complete including reference checks
September 7, 2007	Finalist Selection
October 31, 2007	Contract Awarded

Note: Proposer presentations are an integral part of the selection process. Firms that cannot demonstrate their approach to an enterprise-wide GIS Strategic Plan during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Scripts will be distributed to firms that have been selected for presentations approximately two weeks in advance of the presentations.

5 Pre-proposal Conference

An optional pre-proposal phone conference will be held at 10:30 a.m. (Pacific) on June 14, 2007. Interested parties may participate by calling 805-781-1175. When the voice mail greeting comes on press “9” to enter the conference. It will then ask you for a password. Enter 1175.

The primary purpose of this conference is to provide background on the County’s current environment and specific needs as well as to provide participating firms with the opportunity to ask questions related to the RFP. The County’s project team will facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County’s project scope. The County will also use this time to provide

participating firms with any additional information relevant to the RFP. Participation at the pre-proposal conference is not required, but is strongly encouraged. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

The Pre-Proposal Conference call will be recorded. The County will prepare questions and answers of the conference which will be posted on the County's web site within seven business days of the pre-proposal conference at:

<http://www.slocounty.ca.gov/itd/GISStrategicPlanRFP.htm> .

6 Vendor Selection Criteria

The County, though an impartial selection committee, will evaluate proposals using the factors described below. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration. The impartial selection committee will evaluate the responses to the RFP and make a recommendation to the requesting department. The award of the contract may be based upon the recommendation of the selection committee and the requesting department. Proposals from Proposers who are on a State or Federal Barment list will not be considered. All other proposals conforming to RFP submittal requirements will be given a thorough and objective review, based on the following criteria:

- Quality, attention to detail, and understanding of project scope as provided in the proposal.
- Local Preference Questionnaire response.
- An evaluation of company background. The County may request further information regarding the financial stability of the Proposer.
- References checked.
- A consideration of the value offered in the proposal including overall cost. The selected Proposer will be asked to propose low, medium and high cost solutions in the Strategic Plan.
- An evaluation of completed Requirements Matrix.
- An evaluation of demonstrated knowledge of comprehensive GIS enterprise-wide solutions.
- An evaluation of prior and related consulting experience, qualifications, public sector experience (see 11.12) and project implementation.
- An evaluation of scripted presentations.
- An assessment of the project plan and timeline needed to complete the GIS strategic plan (see 11.10 special consideration given to detailed project plan).

7 Vendor Notification

The County anticipates reviewing all proposals and developing a list of the top finalists who will be invited to participate in a scripted presentation which may include, for example,

questions about the Proposer's approach to developing a GIS Strategic Plan. Scheduling of the time and place of this presentation will be arranged by the County. Failure to attend or comply with the oral presentation schedule, once arranged, may result in disqualification of the Proposer. All Proposers will be notified simultaneously in writing regarding their status during each of these stages. The County is under no obligation to explain why a Proposer was or was not selected as a finalist. The County reserves the right to go back and talk with any Proposer at any time.

The final Proposer will be selected based on the selection criteria listed above, on the scripted presentation and on follow up conversations with selected finalists.

The selected Proposer may be required to provide financial statements, a performance bond, and the name, address, and telephone number of a Proposer's agency.

Upon the conclusion of the finalist process, the County may, at its sole option, reject any and all proposals for any reason, or enter into a contract with the selected finalist.

8 Exceptions to the RFP

All requested information in this RFP must be supplied. All exceptions should be clearly identified in the proposal Exceptions to the RFP section and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may reject exceptions within the proposal.

9 Project Background

The purpose of the plan is to maximize GIS return on investment while providing the very best in services to the public.

Background: The County of San Luis Obispo GIS program began approximately 10 years ago when interested county departments began an effort to convert hard-copy mapping information into a digital format. The County's Planning and Building Department took the lead by converting all of the planning data (zoning, hazards, etc.) into a GIS file format. Subsequently it was recognized that the Assessor's parcel and ownership database was an integral component to a comprehensive GIS program. Our Assessor's office staff was faced with an enormous workload at this time due to robust real estate activity and was unable to re-assign staff the task of developing a GIS parcel layer. As an alternative to developing the GIS parcel layer in-house, several firms were contacted regarding the cost of developing that data for the entire county. There are approximately 120,000 parcels and typical estimates ranged between \$5 - \$10 per parcel. The cost to develop GIS parcels was found to be prohibitive at that time. As a result an alternative solution emerged during discussions between the Planning and Building Department and a contractor. The dialogue resulted in an agreement where the contractor developed and maintained a GIS parcel layer that they copyrighted and licensed for our use. Under this agreement we paid an initial cost of \$50,000 and acquired licenses for all County departments to use the parcel data. Additionally the County entered into a five year maintenance agreement (which expires in

December of 2008) for quarterly updates of the GIS parcel layer at a cost of \$25,000 annually. This arrangement provided a solution by reducing the initial cost for obtaining the data as well as an on-going cost saving for staff time that otherwise would need to be dedicated to maintaining the GIS parcel currency. However it was recognized, at that time by the Planning and Building Department and the Assessor's Office, the County should eventually purchase and maintain its own GIS parcel data.

As the County GIS effort matured, several key data sets were acquired, including digital aerial photography, digital elevation model (terrain model), GPS road centerlines, countywide soils and geology, etc., eventually amounting to several hundred GIS data sets. The purchase of key GIS data has been coordinated by the Planning and Building Department's Geographic Technology and Design section. Purchase of commonly used data and costs for data maintenance (i.e., quarterly GIS parcel update, digital aerial photography, GPS road centerlines, GIS inter-active web site) has been subject to inclusion within the Planning and Building Department's budget submittal.

Recently the County signed into an agreement with a consulting firm to host our data in an interactive GIS mapping web site that can be found at www.sloplanning-maps.org. This site hosts many popular layers. Funding for this site comes primarily from the Planning and Building Department. There are a couple of other departments that share in the funding but only to a limited extent.

Data acquisition has been hindered since the majority of data funding currently comes solely from the Planning and Building Department. There are however a handful of departments that participate in funding data such as aerial photography and GPS road centerlines.

To help administer the County's GIS program a GIS Community of Interest was formed with representatives from several county departments. The first action item the committee prioritized was the "GIS Consolidation Project" proposal to "consolidate and secure a GIS data warehouse, with the capability to intelligently share all commonly used GIS and GIS related data with all authorized County and non-County staff". Today, via a dedicated server, departmental GIS data is stored and projects are shared by participating county departments via a shared drive with access constraints to GIS users.

There is no formal county-wide organized approach to GIS other than those championed by the Planning and Building Department. This could lead to a somewhat disconnected approach to obtaining, sharing, and maintaining GIS data. The potential exists for departments to work in isolation leading to the development of non-shared data and the duplication of data.

The agreed next step is to bring in a GIS consultant to assist the County in developing a Strategic Plan to provide us with options on how we can move GIS forward. The County will be looking for a specialist who can recommend technology and bring diverse needs from the departments together to formulate an overall organizational structure and implementation plan.

10 Project Scope of this RFP:

10.1.1 Services to be provided:

Proposer should provide a description outlining the services to be performed. Such a description should address, at a minimum, the following:

- 10.1.1.1 An introduction as an overview of the Proposer's understanding of the scope of work and services to be provided.
- 10.1.1.2 Overall project plan
- 10.1.1.3 Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in the Scope of Work section of this RFP.
- 10.1.1.4 Listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task.
- 10.1.1.5 Time schedule associated with the completion of each task.
- 10.1.1.6 Assistance and materials to be furnished by the County.
- 10.1.1.7 Proposers must list specific assumptions for which this proposal is based relative to access to resources including but not limited to staff time, proposed costs, data, software and materials to be furnished by the County.
- 10.1.1.8 List of any exceptions taken to the provisions of this RFP.

10.1.2 Price:

- 10.1.2.1 Submit a lump sum total price to complete the Scope of Work as outlined herein.
- 10.1.2.2 Submit a price per deliverable in section 10.4.1 provided herein.

10.2 Proposals Opening:

At the time specified, the proposals received shall be opened and considered.

10.3 General Requirements:

The County recognizes that consultants approach this type of work in a variety of ways and will entertain alternatives to the outlined process. The outline is neither linear nor sequential.

The strategic planning process will examine the enterprise GIS including a comprehensive assessment and analysis leading to recommendations for improvements. The plan will review and document current enterprise GIS efforts including:

10.3.1 A GIS Needs Analysis: The needs analysis should document the current reality of GIS Systems Countywide:

- 10.3.1.1 Needs Analysis will include, but not be limited to:
 - 10.3.1.1.1 Interview current county GIS technology users, roles and representatives

- 10.3.1.1.2 Identify county and non-county stakeholders in the GIS system
- 10.3.1.1.3 Document business related practices and processes
- 10.3.1.1.4 Review of existing and potential departmental GIS programs throughout the County of San Luis Obispo
- 10.3.1.1.5 List GIS staffing including users, creators, and developers
- 10.3.1.1.6 Develop current data catalog and document data flows
- 10.3.1.1.7 Diagram and list:
 - 10.3.1.1.7.1 GIS Hardware configurations
 - 10.3.1.1.7.2 GIS Software applications
 - 10.3.1.1.7.3 GIS staffing
 - 10.3.1.1.7.4 Data acquisition methods and practices
- 10.3.1.1.8 Brief description of how other cities and counties are saving money or improving revenue with enterprise GIS systems
- 10.3.1.2 Facilitate among stakeholders a list of outcomes that are desired. The list should specifically focus on several key areas, but not be limited to:
 - 10.3.1.2.1 Improved efficiencies and public access
 - 10.3.1.2.2 Leveraging enterprise resources
 - 10.3.1.2.3 Improved GIS field applications, GPS and wireless
 - 10.3.1.2.4 Acceptance and access of digital construction and as-built plans
 - 10.3.1.2.5 GIS vehicle routing and tracking
 - 10.3.1.2.6 Standardize GIS input and output
 - 10.3.1.2.7 Specify cost savings in measurable terms
 - 10.3.1.2.8 GIS use with homeland security and disaster mitigation
 - 10.3.1.2.9 Improved public health and safety response and reporting
 - 10.3.1.2.10 Improved integration of agricultural industry monitoring and reporting
 - 10.3.1.2.11 Improved efficiencies in election reporting, redistricting, and precinct analysis
 - 10.3.1.2.12 Improved address gathering and assignment and master address list to be used by multiple agencies including emergency responders
 - 10.3.1.2.13 Integration of maintenance management and master data with SAP (Systems Applications and Products)
 - 10.3.1.2.14 Improved parcel development and maintenance strategies
- 10.3.2 GIS Conceptual System Design:
 - 10.3.2.1 Conduct a comparative GAP analysis between existing system

and desired outcomes; include in the analysis:

- 10.3.2.1.1 List the ideal data collection, storage, sharing methods, and data model
- 10.3.2.1.2 Identify applications to improve efficiency, effectiveness, and excellence
- 10.3.2.2 The conceptual design should include:
 - 10.3.2.2.1 Document and diagram of:
 - 10.3.2.2.1.1 Hardware configuration
 - 10.3.2.2.1.2 Software configuration
 - 10.3.2.2.1.3 Procedures and best practices
 - 10.3.2.2.1.4 Staffing and staffing requirements
 - 10.3.2.2.1.5 Departmental data ownership, acquisition, and maintenance responsibilities
 - 10.3.2.2.2 List each proposed application, alternatives and best guess cost estimates, and the expected benefits and estimated return on investment.
- 10.3.3 The GIS strategic plan will be based on the conceptual design. The plan should focus on identifying a strategy for improving County business processes using GIS technology.
 - 10.3.3.1 Document potential effectiveness improvements and cost avoidance realized by shared applications, hardware, software, personnel resources, and data
 - 10.3.3.2 Document applied use of GIS technology to improve business processes that span the organization
 - 10.3.3.3 Propose ways to improve communication and education among users
 - 10.3.3.4 Recommend GIS standards and best practices for implementation with new systems
 - 10.3.3.5 Identify new ways GIS can directly benefit the public and County services
 - 10.3.3.6 Identify new ways GIS can directly benefit public safety and emergency responders
 - 10.3.3.7 Include a recommended staffing plan that minimizes redundant roles and responsibilities
 - 10.3.3.8 Recommend ways County departments who are not currently utilizing GIS could make use of the technology to better service the public, facilitate interdepartmental collaboration, or improve reporting to management
 - 10.3.3.9 Assist the County in the identification and development of departmental GIS goals and objectives to realize the vision of an Enterprise GIS program
 - 10.3.3.10 Provide a Countywide and departmental needs analysis - A

- comprehensive inventory of current and potential County GIS efforts
- 10.3.3.11 Recommend strategies and best practices to develop, acquire, share, maintain and utilize data
- 10.3.3.12 Recommend approaches to centralized or departmental GIS coordination.
- 10.3.3.13 Proposal of a management team structure to develop an enterprise-level program, driven by consensus, for guiding the direction of GIS investments including costs and savings in measurable terms.
- 10.3.3.14 Propose a County GIS phased Implementation Plan with low, medium and high cost solutions.
- 10.3.3.15 Propose integration methods between GIS software and existing County applications including SAP, Tidemark, AES, Property Data System and RMMS.
- 10.3.3.16 Recommend potential cost recovery strategies through the distribution of GIS data and services
- 10.3.3.17 Recommend strategies to provide public user access to GIS.
- 10.3.4 GIS Plan of Action should list a reasonable phased timetable based on organizational priorities
 - 10.3.4.1 Provide an executive summary
 - 10.3.4.2 List each action
 - 10.3.4.3 List each priority
 - 10.3.4.4 Provide a desired phased timetable for actions
 - 10.3.4.5 List action dependencies
 - 10.3.4.6 Estimate cost for each action
 - 10.3.4.7 Estimate payback for each action
 - 10.3.4.8 Identify which groups in the organization should perform which actions

10.4 Specific Requirements – Deliverables:

The following outcomes must be achieved:

- 10.4.1 Strategic Plan Document – twenty (20) copies, including electronic format, in MS-Word and PDF, organized in four (4) parts including:
 - 10.4.1.1 Needs Analysis
 - 10.4.1.2 Conceptual Design
 - 10.4.1.3 Business Plan
 - 10.4.1.4 Plan of Action
- 10.4.2 Executive Summary – twenty (20) copies, and in digital format in MS-Word and PDF.
- 10.4.3 Throughout the entire implementation process, the Proposer must

provide on-site regular status updates and reports to include:

- 10.4.3.1 One (1) Kick-Off meeting
- 10.4.3.2 Monthly Status Reports to Project Manager
- 10.4.3.3 Quarterly Reports to GIS Steering Committee with review and distribution by the Project Manager.
- 10.4.3.4 Twenty (20) Final Reports to Project Manager for distribution to the Project Team and GIS Steering Committee

10.4.4 Project Implementation Schedule – a specific schedule for development of the Strategic Plan in Microsoft Project format with measurable outcomes and critical paths identified

11 Proposal Submission Format

Proposers are required to follow the proposal format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals.

Proposers may copy and paste sections of this document to facilitate the creation of their responses.

11.1 Local Preference Questionnaire

Proposer must complete this Local Vendor Preference Questionnaire and include it in their proposal.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	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: _____		

11.2 Statement of Commitment

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- A statement that your company will perform the services, provide the equipment, and abide by the terms and conditions stated in the Request for Proposal and Proposer Response.
- A statement that you agree to the Terms and Conditions specified in Appendix A – Sample County Contract.
- A specification of who should be contacted in follow-up to your response along with their contact information.

11.3 Executive Summary

Proposers must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the Proposer’s proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company has over your competitors.

11.4 Company Background

Proposer must provide their response to the following statements and questions in this section of their proposal.

1. Name of company.

2. Name of parent company if applicable.
3. Company website address.
4. Number of years company has been in business.
5. Is your company registered with the California Secretary of State to do business in California?
6. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, address, and telephone number.
7. Gross revenue for the prior fiscal year (in US dollars). Provide in parenthesis () the percentage of gross revenue generated by implementation and licensing of your proposed software.
8. Is your organization anticipating any expansion or re-organization within the next year or two? If yes, please describe this.
9. How many employees are in your company?
10. How many employees are available to work with customers to develop enterprise-wide Strategic Plans?
11. Proposer's established experience record in providing comparable services in the last three (3) years including specific software implementation experience using ESRI products, AutoDesk Products, AirPhoto USA's PhotoMapper, GlobalMapper, and SQL in a Microsoft operating environment.
12. Describe your knowledge and experience of GIS applications, uses and limitations including staffing, consulting, and programming.
13. How many enterprise GIS strategic plans have you written? Of those, how many have been implemented?
14. Have you successfully completed an enterprise-wide GIS strategic plan for a multiple department organization?
15. Have you successfully completed an enterprise-wide GIS strategic plan for a multiple department Government agency?
16. Is your company a business partner with any GIS software provider? If so, which one?
17. Describe your familiarity with developing and acquiring data, GIS data types and formats.

18. Describe your familiarity with geodatabase design.

11.5 Understanding of Scope of Project

Proposers must include a statement of their understanding of the requested project scope. Such understanding shall represent the Proposer's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

11.6 Proposed Professional Services

Propose and describe in detail the professional services that will be provided as requested in the scope and requirements sections of this Request for Proposal.

11.7 Requirements Matrix (Proposer Response)

The Requirements Matrix table is embedded in this RFP in Section 11.16. Complete the Requirements Matrix and insert the completed Requirements Matrix table in this section.

The completed Requirements Matrix will be incorporated as part of the final agreement, so please include any comments, clarifications, or exceptions to the items listed in the Requirements Matrix as part of your response.

11.8 Change Management Methodology

Proposers must propose and fully describe their proposed project change management methodology that includes:

- A brief description of Proposer's experience with change management.
- An explanation of the approach that will be utilized to help users adapt to change.

11.9 Project Management Capabilities

Effective project management is essential for a successful implementation. Proposers will be evaluated on the completeness and responsiveness of their project management plans and the qualifications of the project team assigned.

Provide project management information regarding the following:

- Brief description of experience with similar projects and technologies.
- Provide evidence of your firm's project management experience.
- Identify project team members and explain their qualifications (short bio for each).
- Propose how you will handle a situation where the County or Proposer wants to make a change to the scope of the project.

11.10 Proposed Project Implementation Plan

Proposers must provide a proposed project plan that covers the development of the strategic plan and recommended implementation for the entire estimated project scope.

- Document assumptions used in creating the proposed project plan.
- Describe the organizational structure and staff roles to be used for the project.
- Include roles and qualifications of personnel to be assigned and qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
- Include assumptions of the roles and time commitments that you expect to be provided by the County.
- The project plan must be well organized and include major milestones. Special consideration will be given to Proposers who propose a detailed project plan with sufficient breakdown of phases, activities, and tasks to demonstrate a complete understanding of the project.
- Propose the project completion criteria.
- Include the proposed number of on-site visits to the County of San Luis Obispo required to successfully complete the project.

Evaluation:

- The County shall select the Proposer deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors listed in Section 6 Vendor Selection Criteria.

11.11 Negotiations:

Negotiations shall then be conducted with the Proposer selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with the Proposer so selected, the County shall select the Proposer, which in its opinion, has made the best proposal, and shall award the contract to that Proposer. Should the County determine in its sole discretion that one Proposer is highly qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The County of San Luis Obispo is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous. The sample contract attached to this RFP as Appendix A is for reference to the anticipated terms and conditions governing the County and the successful Proposer. The County reserves the right, in its sole discretion, to add, delete or negotiate additional terms and conditions to the attached sample contract.

11.12 References

Provide five customer references including contact information, project manager, date and brief overview of the project.

Public Sector experience is preferred.

11.13 Cost Proposal

The proposed project costs must be quoted according to the following instructions and format. This embedded table includes amounts for illustration purposes only and is not intended to imply any expectation as to budget, quantity, or price.

Quantity	Item Description	Unit Cost	Amount
Proposed Professional Services			
	GIS Strategic Plan (Please indicate a price for each deliverable as noted below)		
	Needs Analysis	\$000,000.00	\$000,000.00
	Conceptual Design	\$000,000.00	\$000,000.00
	Business Plan	\$000,000.00	\$000,000.00
	Plan of Action	\$000,000.00	\$000,000.00
	Executive Summary	\$000,000.00	\$000,000.00
	Status Updates and Reporting	\$000,000.00	\$000,000.00
	Project Implementation Schedule for Strategic Plan Development	\$000,000.00	\$000,000.00
	Total Professional Services	\$000,000.00	\$000,000.00
Proposed Expenses			

	Reimbursable Expenses	\$000,000.00	\$000,000.00
	Insurance Fee to Comply with County General Conditions	\$000,000.00	\$000,000.00
	Total Expenses	\$000,000.00	\$000,000.00
County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.			
TOTAL COST PROPOSAL		\$000,000.00	\$000,000.00

11.14 Exceptions to the RFP

List and explain any exceptions you have to this RFP.

11.15 Proposer Material and Additional Information

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (i.e. License Agreement, Project Management Methodology, Staff Resumes, White Papers, Testimonials, etc).

11.16 Requirements Matrix

Note: The priority column indicates three categories:

- ❖ Must have (requirement of the selected Proposer and is not optional)
- ❖ Should have are highly desirable and Proposers not being able to satisfy virtually all of the should have and must have requirements will not likely be selected
- ❖ Nice to have or other items not listed are desirable but not crucial to this initiative.

Weighting of “must have” and “should have” items will be higher than “nice to have”.

Proposers are to indicate their compliance in the response column. Responses must not be a simple “yes” or “no” but Proposer must articulate and provide evidence of how they meet the requirements. Further details may be provided in the text of your response but must be numbered according to the reference numbers here.

Ref. No.	Requirement	Priority	Proposer Response
1.1	Demonstrate substantial knowledge of GIS applications, uses and limitations.	Must have	
1.2	Provide examples of how you have successfully completed an enterprise-wide GIS strategic plan for a multiple department organization.	Must have	
1.3	Provide examples of how you have successfully completed an enterprise-wide GIS strategic plan for a multiple department organization with a Government agency.	Should have	
1.4	Provide information on whether your company is an ESRI business partner.	Nice to have	
1.5	Provide examples of your measurable experience in GIS (staffing, consulting, and programming).	Must have	
1.6	Provide information on how many enterprise GIS strategic plans you have written.	Must have	

1.7	Provide quantitative information about how many of the enterprise GIS strategic plans you have written have actually been implemented.	Must have	
1.8	Demonstrate your familiarity with developing and acquiring data, GIS data types and formats.	Must have	
1.9	Demonstrate your familiarity with geodatabase design.	Must have	

Appendix A – Sample County Contract

CONTRACT

FOR

INFORMATION TECHNOLOGY SOLUTION

THIS CONTRACT FOR INFORMATION TECHNOLOGY SOLUTION (“Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [PROPOSER_NAME], a [STATE] Corporation (“Proposer” or “Contractor”).

WITNESSETH:

WHEREAS, County is in need of a countywide Geographic Information System (GIS) Strategic Plan; and

WHEREAS, Contractor has certain prior experience in developing enterprisewide GIS Strategic Plans and has qualified staff who are trained, experienced, expert and competent to provide special professional consulting services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted; and

WHEREAS, the purpose of this contract is to provide a comprehensive GIS Strategic Planning solution for County departments, a special administrative service;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Professional Services – Contractor agree to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit B “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Compensation – The parties agree to the compensation described in Exhibit C “Compensation”, attached hereto and incorporated herein by reference as if set forth in full at this point.

_____ (SEAL)

Notary Public

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

JAMES B. LINDHOLM, Jr.
County Counsel

By: _____

Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____

Chair, Board of Supervisors

Date

ATTEST:

By: _____

County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date

EXHIBIT A – General Conditions

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its 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. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.

3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein.

4. **Warranty of Contractor re Compliance with all Laws.** Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California.

6. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part his/her/its rights or obligations under this Contract without the prior written consent of the County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

7. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. 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.
8. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
9. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
10. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
12. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

INSERT ADDRESSES

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of

nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, 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 or losses in their entirety. 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.
15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.
- A. Scope and Limits of Required Insurance Policies.
- i. Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
- a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
- b) The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- ii. Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
- a) The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

iii. Workers' Compensation/Employer's Liability Insurance.

a) Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.

2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Deductibles and Self-Insurance Retentions.

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

C. Documentation.

Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

D. Absence of Insurance Coverage.

The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

16. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to that in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

-
17. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
18. **Signatory authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
19. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
20. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
21. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
22. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

23. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
- A. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- B. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
24. **State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.
25. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

EXHIBIT B – STATEMENT OF WORK

Insert the project's statement of work here...

EXHIBIT C – COMPENSATION

Maximum Compensation Amount

The maximum amount of this contract shall not exceed \$xxx,xxx.xx .

Quantity	Item Description	Unit Cost	Amount
	Needs Analysis	\$000,000.00	\$000,000.00
	Conceptual Design	\$000,000.00	\$000,000.00
	Business Plan	\$000,000.00	\$000,000.00
	Plan of Action	\$000,000.00	\$000,000.00
	Executive Summary	\$000,000.00	\$000,000.00
	Status Updates and Reporting	\$000,000.00	\$000,000.00
	Project Implementation Schedule for Strategic Plan Development	\$000,000.00	\$000,000.00
	Total Professional Services	\$000,000.00	\$000,000.00
	Reimbursable Expenses	\$000,000.00	\$000,000.00

	Insurance Fee to Comply with County General Conditions	\$000,000.00	\$000,000.00
County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.			
TOTAL FEES		\$000,000.00	\$000,000.00

EXHIBIT D - SPECIAL CONDITIONS

1. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - a. Contractor fails to perform his duties to the satisfaction of the County; or
 - b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
 - c. Contractor fails 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
 - d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
 - f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) calendar days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

2. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least _____ [insert number] calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least _____ calendar days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County,

place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

3. **Power to Terminate.** Termination of this Contract may be effectuated by the Director of _____ [insert department] without the need for action, approval, or ratification by the Board of Supervisors.
3. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.
4. **Amendments without Board Action.** The Board of Supervisors delegates to the Director of _____ [insert department] the authority to amend the Contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the Director of _____ [insert department] to amend this Contract to exchange types of services at the rates listed for each respective service. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Director of _____ [insert department]. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.
5. **Disentanglement.** Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.
6. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.
7. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).