



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

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL #1180 BUSINESS OUTREACH AND RAPID RESPONSE SERVICES

May 11, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for business outreach and rapid response services.

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 7 (seven) hard copies and one (1) electronic copy (on CD) of your proposal on June 1, 2012 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.

All questions pertaining to the technical content of this Request for Proposal must be made in writing via e-mail to Reva Bear at: rbear@co.slo.ca.us. All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

Phill Haley
Buyer II – GSA Purchasing
phaley@co.slo.ca.us

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 seven (7) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on June 1, 2012. 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 ninety, (90) 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. The successful proposer is expected to execute a contract(s) similar to the sample WIA contract in Exhibit E-1 and sample County contract in Exhibit E-2. This sample contract(s) 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(s) 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(s). The County reserves the right, in its sole discretion, to add, delete,

or modify, or negotiate additional terms and conditions to the attached contract(s). BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Exhibit 2 – Sample County Contract, and in the Sample County Contract the insurance requirements are found on page 33.

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 (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

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 \$ 500,000 General Liability Insurance and \$ 500,000 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:** Contractor 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, including Contractor, 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 Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, 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. Inverse condemnation.
9. Violation of civil rights.
10. 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 Contractor 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.

PROJECT SCOPE

INTRODUCTION

The San Luis Obispo County Department of Social Services (County) on behalf of the San Luis Obispo County Workforce Investment Board (SLO WIB) is soliciting proposals from qualified organizations for the delivery of comprehensive business services in San Luis Obispo County. Eligible applicants include governmental organizations, community and technical colleges, local education agencies, and private for-profit or non-profit nonsectarian organizations. Approximately \$67,790 in Workforce Investment Act (WIA) Rapid Response funding is available for service contract(s) for the period of July 1, 2012 through June 30, 2013.

WORKFORCE INVESTMENT ACT BUSINESS SERVICES OVERVIEW

This RFP was prepared based upon the Workforce Investment Act of 1998 and the US Department of Labor’s (DOL) Final Regulations Effective August 11, 2000. Rapid Response-funded services, as mandated by 20 CFR Part 652 665.310 - 665.330 and WIA Directive WIAD04-9, are comprised of both **proactive** services provided to businesses for the purposes of averting layoffs and **reactive** services delivered to businesses and employees (dislocated workers) of companies that are experiencing downsizing through layoffs or plant closures and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the State of California. For the purposes of this RFP, “Business Outreach” services refer to the proactive layoff aversion services that reduce the rate of business failure and “Rapid Response” services refer to reactive services necessary to plan and deliver services to enable dislocated workers to transition to new employment as quickly as possible, following either a permanent closure or mass layoff, or a natural or other disaster resulting in a mass job dislocation.

Responsive proposals shall address both proactive and reactive services as well as reflect how services will be integrated with Employer Services (coordination of applicant screening, recruitment and placement activities, interview space at the One-Stop, etc.) currently provided by the One-Stop Operator (Shoreline Workforce Development Services, a division of Goodwill Industries). It is preferred that Business Outreach and Rapid Response services funded through this RFP be provided in close coordination with the comprehensive Business and Career One-Stop Center, located at 880 Industrial Way in San Luis Obispo, as service integration among partners in the One-Stop system is a priority for the local area. Co-location of staff is encouraged. Provider shall enter all layoff events into the California Workforce Services Network/Virtual One-Stop system. The County requires providers to leverage resources and build coalitions that result in an innovative, responsive and cohesive business services system.

RFP TIMELINE

The County reserves the right to make changes to the below timeline.

Date	Activity	Time
May 11, 2012	RFP released and available at: www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm	4:00 PM

May 23, 2012	Q&A deadline – All questions must be submitted electronically to Reva Bear at rbear@co.slo.ca.us	5:00 PM
June 1, 2012	Proposals due to County General Services	3:00 PM
Week of June 4-8, 2012	Selection Committee Reviews	
June 13, 2012	WIB Executive Committee Approval of Vendor Selection	8:00 AM
June 14-27, 2012	Contract Negotiation & Development	N/A
July 10, 2012	Board of Supervisors Approval	N/A

COMPREHENSIVE SERVICE DELIVERY REQUIREMENTS

Business Outreach Services

Proposals should describe your approach to the following layoff aversion activities:

- a. Leading the development of a coordinated presentation to employers that represents the full array of business, economic, and workforce development solutions currently available in San Luis Obispo County;
- b. Coordinating representatives from partner agencies;
- c. Conducting Needs Surveys with businesses in defined sectors/clusters: 1) Building, Design, & Construction, 2) Green Energy, 3) Health Services, 4) Knowledge & Innovation, 5) Specialized Manufacturing, 6) Uniquely SLO (agriculture & tourism). For more information on these sectors, see the Countywide Economic Strategy at www.EVC.org;
- d. Analyzing and evaluating business retention and expansion needs based upon results of direct outreach;
- e. Establishing a process for tracking the referral of business customer needs to appropriate service provider;
- f. Creating a Customer Action Plan (CAP) on all referrals indicating a need for assistance;
- g. Follow up and closing resulting action plan with business (for both appropriateness and satisfaction) and service provider;
- h. Entering both the need of business and action on the need into identified database. Information collected will be used as benchmarks for measuring performance in future years;

BUSINESS OUTREACH AND RAPID RESPONSE SERVICES

- i. Identifying and recommending opportunities for service providers to develop niche or fee for service opportunities, especially those participating in the One-Stop delivery system;
- j. Designing a reporting template to communicate the progress towards performance metrics to present to stakeholders;
- k. Developing a tool to measure the value of the Needs Survey for those businesses that did not receive a CAP;
- l. Developing a tool to determine if growth (business expansion, hiring, or new markets) resulted following the close of the CAP; and
- m. Developing a plan for averting layoff(s) with the affected business and/or in consultation with State or local economic development agencies, including private sector economic development entities.

Rapid Response Services

Proposals should describe your approach to the following services including:

- a. Developing a plan for averting layoff(s) with the affected business and/or in consultation with State or local economic development agencies, including private sector economic development entities;
- b. Immediate and on-site contact with the employer and representatives of the affected employees;
- c. Reviewing affected workers' assistance needs;
- d. Coordinating Rapid Response Workshop presentations among partners to assist with career transition, job search tools and skills, résumé preparation, and interviewing techniques;
- e. Assessing re-employment prospects for workers in the local community;
- f. Providing information on available resources to meet the short and long-term needs of affected workers;
- g. Establishing a process of referring affected employees to the One-Stop System;
- h. Providing Rapid Response Information Packets with appropriate WIA information relating to potential dislocations, available adjustment assistance, and the effectiveness of Rapid Response strategies; and when appropriate, including information on the Trade Adjustment Assistance (TAA) program and the North American Free Trade (NAFTA) – TAA program;
- i. Developing a business visitation program that improves service coordination, guidance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the employer, the affected workers and the local community;

- j. Developing, administering, analyzing, and reporting results of Rapid Response customer satisfaction survey to WIB and County; and
- k. Completing, at the conclusion of the presentation, Rapid Response on-site visit Form 121 per WIA Directive (WSD 09-13) that reports the following:
 - Date Information of Layoffs/Closure Received
 - Name of Agency
 - Site Location
 - Occupation(s) Affected
 - Reason for Lay Off/Closure
 - Number of Workers Affected
 - Date the Agency was Contacted
 - Orientation Status (i.e., date scheduled, services declined, no response, etc.)
 - Number of vendor and partner staff who attended the on-site visit

Performance Indicators

Proposals should describe their approach to meeting performance goals. The provider's success will be measured against the following objective criteria:

Business Outreach Services:

- Number of jobs retained or added; wages of jobs;
- Number of businesses provided assistance for assessing retention/expansion and layoff aversion potential;
- Number and type of business referral services provided and related outcomes;
- Identification and reporting on trends identified;
- Partner engagement, assistance, and input into creating an integrated network and referral system;
- Satisfaction of service provider partners; and
- Evidence of coordination.

Rapid Response Services:

- Number of workers receiving Rapid Response services;
- Number of Rapid Response participants enrolled into WIA;
- Customer satisfaction rates; and
- Evidence of partner engagement and satisfaction.

PROPOSAL REQUIREMENTS

Each proposer is requested to submit proposal(s) in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the proposer's ability to effectively provide the aforementioned services. In order to simplify the review process and obtain the maximum degree of comparability, proposals shall meet the following submittal requirements:

A. Page Limits – Proposers shall adhere to the following page limits and formatting requirements:

1. Executive Summary 1 page
2. Proposal Narrative 10 pages
3. Budget Narrative 3 pages

Organizational charts, line-item budget pages and project team members' resumes, which should be included in the attachments, are not subject to the page limits.

B. Formatting Requirements

1. Font size: 12 point
2. Margins: at least one inch
3. Pages: doubled-sided
4. Page numbering: at bottom in right corner of page

C. Cover Page – Provide a cover page that includes the following:

- Name of Agency
- Agency Address, Phone, Fax numbers
- Name and Signature of Authorized Representative

D. Executive Summary

The executive summary shall include a brief overview of the entire proposal.

E. Proposal Table of Contents

The table of contents should clearly identify the material in the proposal by section and by page number.

F. Proposal Narrative

Restate each question, in boldface type, followed by the response in plain type, not bolded.

G. Proposal Attachments

Proposers shall include the following as attachments:

- An organizational chart of the proposer's entire operations (Identify as Attachment 1)
- An organizational chart of staffing positions proposed to provide WIA services (including those working as subcontractors) that indicates the proposed reporting structure;(Identify as Attachment 2)
- Project team member resumes (Identify as Attachment 3);
- Attachment A: WIA Assurances

- Attachment B: Leveraged Resources form
- Attachment C: Organizational References
- Attachment D: Ex Parte Communication/Conflict of Interest Form
- Attachment E: Evaluation Criteria

PROPOSAL NARRATIVE

The Proposal Narrative should address the following four areas: Understanding of Local Need; Experience; Service Design and Delivery; and Administrative Capacity and the Budget Plan.

A. Understanding of Local Need

1. Describe your understanding of the challenges facing both the workforce and business community in the San Luis Obispo county local workforce investment area (LWIA).
2. Identify opportunities for alignment of services with current local and regional labor market demands and industry and sector trends.

B. Experience

1. Describe in detail your knowledge, expertise, and experience working within the business community as it pertains to business retention and lay-off aversion.
2. Describe the organization's capability to conduct and administer federally funded programs, including your ability to collect and report financial and participant data.
3. Describe your organization's infrastructure and proposed staffing, which demonstrates your ability to achieve the program goals.
 - a. Describe specific responsibilities of relevant program staff as it relates to providing services to businesses.
 - b. Include job descriptions and professional qualifications of personnel who will be delivering services. Include an organization chart of the entire organization.
4. Describe your organization's ability to form and sustain public/private partner collaborations and leverage partner resources that increase available resources.

C. Service Design and Delivery

Business Outreach Design & Delivery:

1. Clearly describe your strategy for delivering Business Outreach (layoff aversion) services and specify the following:
 - i. approach
 - ii. partners
 - iii. leveraged resources
 - iv. relevant relationships

- v. alignment with county sector strategies and support for the advancement of the countywide economic cluster initiative
 - vi. deliverables
 - vii. subcontractors
2. Describe the specific services to be provided to businesses as part of the Business Outreach program and specify the following:
 - i. a description of the process for a business to utilize these services
 - ii. services to be provided by partners or other leveraged resources
 - iii. how you will promote your services to prospective businesses
 3. Clearly describe your strategy for coordinating Rapid Response services.
 4. Describe how Rapid Response services will be integrated with the local Business and Career One-Stop centers (One-Stop) before and after affected workers are transitioned from Rapid Response services.
 5. Describe your experience creating partnerships. Describe how the needs of both the business customer and dislocated worker will be met by a collaborative partnership. Provide specific examples of partner roles and responsibilities.
 6. Performance Indicators: Describe planned performance for the funding period for this RFP, July 1, 2012 through June 30, 2013.

D. Administrative Capacity and Budget Plan

1. Program Management:
 - a. Describe your agency's management structure, including a Board, top officials, the proposed project manager, and how internal project oversight and monitoring will occur.
 - b. How will you ensure that performance goals are met, fiscal and programmatic rules are complied with and that cost effectiveness and quality services are assured?
2. Budget Information: Proposer is required to submit a line item budget and budget narrative that corresponds to its line-item detail. This narrative should justify the need for all costs built into the line-item detail, the methodology used to derive each cost, and the methodology used to allocate line-item costs. In the narrative describe:
 - a. How the project's proposed budget supports the stated objectives and activities in the project;
 - b. How funds are allocated to minimize administrative and overhead costs and to maximize direct services to customers;
 - c. The duties of project-funded staff necessary to the job assignment;

- d. How project-funded staff duties and time commitments support the proposed objectives and activities;
 - e. Identify all proposed subcontracts.
3. Administrative vs. Program Costs:
- a. Describe how administrative and other costs are minimized.
 - b. Leveraged Resources: Identify all leveraged resources which will augment operating costs and benefit the One-Stop System. Complete Attachment C – Leveraged Resources form and attach it to the Budget Narrative.
4. Financial Management Structure:
- a. Proposer shall describe its financial management structure. Include a description of the proposer's experience managing and accounting for state and federal funds, as well as conducting self-monitoring for financial performance and compliance.
 - b. Describe how your organization would repay any disallowed costs identified with non-WIA funds.

PROPOSAL REVIEW AND CONTRACT AWARD

Proposal Evaluation Process

1. **Technical Review:** Upon receipt of proposals, staff will review submitted proposals for completeness and technical compliance with applicable legal and regulatory requirements and the terms and conditions of the RFP. Incomplete proposals or those clearly found to be inconsistent with legal, regulatory, or RFP requirements will be eliminated.
2. **Evaluation of Proposals:** Proposals will be reviewed and evaluated by a Review Committee made up of WIB members and County staff. Committee members will individually review proposals then meet to discuss their ratings, rank each proposal, and make a recommendation to be taken to the SLO WIB. The Review Committee will recommend as the successful proposer the organization whose proposal is determined to best meet the needs of the County based on the evaluation criteria outlined in Attachment E.
3. **Contract Negotiation and Development:** The County reserves the right to make an award without further discussion of the proposal as submitted. Therefore, the proposal should be submitted on the most favorable terms that the proposer can present. The content of the accepted proposals will become the basis for the negotiation of a final agreement. This negotiation will include final performance goals, elements of program design, and all elements of the program line item budget. Any profit or program income identified will be negotiated as a separate item. The procurement process, including evaluation and appeals, will comply with the San Luis Obispo County General Services Agency's purchasing procedures posted at <http://www.slocounty.ca.gov/GSA/Purchasing.htm>.

4. **Board Action:** County staff will present the Review Committee's recommendation to the SLO WIB for action (see RFP Timeline. Be advised that these target dates are subject to revision). The WIB will designate the proposer to be awarded the contract based upon consideration of the Review Committee's recommendation. Proposers are advised that the Board of Supervisors, based upon the results of the evaluation process and the recommendations of the Review Committee, staff, and WIB must approve the final selection.
5. **Appeals Process:** Appeals shall be submitted in accordance with the County's appeals process. (See General Services procurement policy at county website)
6. **Contract Performance Period:** The contract performance period for this RFP is July 1, 2012 through June 30, 2013. There is the option for a second and third year contract extension based on successful performance, contract compliance, and available funds

RFP Attachments

- Attachment A – WIA Assurances
- Attachment B – Organizational References
- Attachment C – Leveraged Resources Form
- Attachment D – Ex Parte Communication/Conflict of Interest Form
- Attachment E – Evaluation Criteria
- Exhibit E-1 – Sample WIA Contract
- Exhibit E-2 – Sample County Contract

Attachment A: WIA ASSURANCES

As a condition of submitting a proposal, Respondent hereby assures the following:

- 1) I am authorized by my Board of Directors, Trustees, or other legally qualified officer or as the owner of the agency or business to submit this proposal on behalf of the "Respondent."
- 2) The submitted proposal shall remain valid until such a time as contracts are awarded and procurement process is successfully completed.
- 3) Respondent is not currently on any Federal, State of California or local Debarment List.
- 4) Respondent will provide records to show fiscal solvency, if required.
- 5) Respondent has additional funding sources and will not be dependent on WIA funds alone to carry out the proposed program(s).
- 6) Respondent will meet all applicable Federal, State, and local compliance requirements. These include, but are not limited to:
 - a) Meeting San Luis Obispo County Insurance requirements;
 - b) Ensuring that records accurately reflect actual performance;
 - c) Maintaining record confidentiality, as required;
 - d) Reporting financial, participant, and performance data, as required;
 - e) Complying with Federal and State non-discrimination provisions;
 - f) Meeting requirements of Section 504 of the Rehabilitation Act of 1973;
 - g) Meeting all applicable labor law, including Child Labor Law standards;
 - h) Meeting all child support enforcement certification requirements;
 - i) Meeting all Employment Development Department Independent Contractor Reporting Requirements; and
 - j) Meeting all lobbying certification and disclosure of lobbying activities requirements.
- 7) Respondent will not:
 - a) Place a customer in a position that will displace a current employee.
 - b) Use WIA money to assist, promote, or deter union organizing.
 - c) Use funds to employ or train persons in sectarian activities.
 - d) Use funds for customers in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- 8) Respondent will assure:
 - a) That it will establish, in accordance with section 184 of the Workforce Investment Act, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the Local Workforce Investment board through the allotments made under sections 127 and 132 [WIA, Section 112(b)(11)].

- b) That is will comply with the uniform administrative requirements referred to in WIA, Section 184(a) (3).
- c) Compliance with the confidentiality requirements of WIA, Section 136(f) (3).
- d) That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing [WIA, Section 181 (b) (7)].
- e) That is will comply with the nondiscrimination provisions of WIA, Section 188, including an assurance that Methods of Administration have been developed and implemented.
- f) That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- g) That there will be compliance with grant procedures of WIA, Section 1891.
- h) That veteran’s services provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- i) That Wagner-Peyser Act-funded labor exchange activities will be provided by merit-based public employees [State Planning Guidance VI. 13].
- j) That it will comply with section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.).
- k) That all funds will be spent in accordance with the Workforce Investment Act, written Department of labor guidance, and other applicable Federal and State laws and regulations.
- l) That it will comply with local and statewide One-Stop Certification requirements and policies relating thereto.
- m) That it will endeavor to partner and plan with such entities, that the WIB, its subcommittees or staff direct, including regionally, statewide or nationally.
- n) That it will comply with such new regulations that are set forth in the Reauthorization of WIA or new Law that will govern the activities set forth herein.
- o) That it will comply with policies initiated by the State of California, County of San Luis Obispo and the WIB, as appropriate.
- p) That it will comply with the scope, requirements and parameters set forth in this RFP.

I hereby assure that all of the above are true.

Name	Title	Date
------	-------	------

Attachment B: ORGANIZATIONAL REFERENCES

Please provide references from at least two (2) agencies with whom you contract with as a provider and one (1) from an agency with whom you are a partner.

1. Contract Agency

Name of Organization: _____
Nature of Business Relationship: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

2. Contract Agency

Name of Organization: _____
Nature of Business Relationship: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

3. Agency Partner

Name of Organization: _____
Nature of Business Relationship: _____
Contact Name: _____
Telephone Number: _____
Email Address: _____

Attachment D: EX PARTE COMMUNICATION PROHIBITION AND CONFLICT OF INTEREST

The *ex parte* communication prohibition restricts RFP respondents from contacting members of the San Luis Obispo Workforce Investment Board (WIB), the WIB Director, and Administrative Entity/Fiscal Agent (Department of Social Services) staff. Respondents are allowed to communicate with the Fiscal Agent's Procurement Contact **only** via e-mail or mail to the addresses listed on the cover page of this RFP.

Some respondents may like to collaborate with members of the various WIB committees on their proposals. Technically, such collaboration is a violation of the *ex parte* communication rule. However, we do recognize the value that such collaboration may bring to our system and have developed the Conflict of Interest Form to ensure that these types of arrangements do not place respondents in jeopardy. Any respondent who wishes to collaborate with a member of any WIB committee **MUST first have the collaborative partner fill out** the attached form and fax it to Reva Bear, DSS Program Manager at (805) 781-1846.

The conflict of interest policy deals with financial interests. Members of the WIB are governed by both federal and state laws in this area. In short, members who have conflict of interest with respect to any action item on an agenda may not discuss or vote upon such item. For example, when the action item approving the structure of the RFP was taken to the WIB, those members whose organization were planning to submit a proposal were not allowed to participate in the discussion or vote on the item. The conflict of interest policy will be applied when asking individuals to participate in the RFP process as evaluators as well as at the various meetings when action will be taken to award the successful respondent(s).

Please Note – under no circumstances may an individual who will be on the RFP review committee collaborate with any respondent. All such individuals will be asked by WIB/Fiscal Agent staff to sign the "Conflict of Interest Certification for Request for Proposal" stating they have not collaborated with any respondent and have no financial interest in any respondent's proposal.

CONFLICT OF INTEREST CERTIFICATION

I hereby certify that I will not participate in **any** discussion with another WIB member, whether at a formal meeting or in a social setting, regarding the Request for Proposal for Business Outreach and Rapid Response Services. I also certify I will not vote on any action regarding the Request for Proposal for Business Outreach and Rapid Response Services, including but not limited to the award of a contract.

I hereby inform the WIB Fiscal Agent/DSS Program Manager that I/my organization plan(s) to collaborate with:

(Name of Organization)

To provide the following services:

Name of Organization: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Attachment E: EVALUATION CRITERIA

Agency: _____

Date: _____

QUESTIONS	SCORE					NOTES
	High				Low	
1. Does the proposal demonstrate that the agency/organization has experience with similar projects and were they successful?	5	4	3	2	1	
2. Does the proposal indicate that the program/service represent an integral part of the agency's/organization's overall mission and goals?	5	4	3	2	1	
3. Does the proposal demonstrate the agency's/organization's administrative competence and experience in managing programs such as the one being proposed?	5	4	3	2	1	
4. Does the proposal demonstrate that the agency/organization has established relationships working with other providers within the population anticipated to be served?	5	4	3	2	1	
5. Does proposal demonstrate how services will be performed (consortium of services, single firm/association of firms, etc.)?	5	4	3	2	1	
6. Does proposal demonstrate that agency/organization has adequate and qualified staff for the project/service?	5	4	3	2	1	
7. Is the size and/or efficiency of the firm sufficient to perform service(s)?	5	4	3	2	1	
8. Does proposal present realistic goals and ability to track participant outcomes?	5	4	3	2	1	
9. Is the program budget realistic, reasonable and sufficient to carry out the proposed program?	5	4	3	2	1	
10. Overall Merit: Is the proposal comprehensive and coherent and does it show evidence of organizational capacity to provide services.	5	4	3	2	1	

EXHIBIT E-1 – SAMPLE WIA CONTRACT

CONTRACT BETWEEN

AND

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Certification and Assurances

Except as otherwise indicated, Contractor as a WIA grant sub-recipient shall adhere to all the following certifications and assurances.

- a. Corporate Registration: The Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C. 12101 et seq.)
- c. Sectarian Activities: The Contractor certifies that this sub-grant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board: The Contractor (if not a public entity), by signing this sub-grant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board (PCC10296).
- e. Prior Findings: Contractor, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous sub-grant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f. Drug-Free Workplace Certification: By signing this sub-grant agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program as required to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance programs; and
 - d) the penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on this sub-grant agreement will:
 - a) receive a copy of the company's drug-free policy statement; and
 - b) agree to abide by the terms of the company's statement as a condition of employment on the sub-grant/contract.
- g. Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:

The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure or information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h. Debarment and Suspension Certification: By signing this sub-grant agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Sub-grantee will comply with regulations implementing Executive Order 12459, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transitions by any federal department or agency.

2. Have not, within a three-year period preceding this subgrant agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. Have not, within a three-year period preceding this sub-grant agreement, had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i. Lobbying Restrictions: By signing this sub-grant agreement, the Contractor hereby assures and certifies to the lobbying restriction which are codified in the DOL regulations at 29 CFR Part 93.
 1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over \$100,000 (per OMB) at all tiers (including sub-grant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

j. Priority Hiring Considerations: If this sub-grant includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the sub-grant to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code 10353.

k. Sweatfree Code of Conduct:

1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

2. The Contractor agrees to cooperate fully in providing reasonable access to the Contractors' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Sub-grantor, the Department of Industrial Relations, or the Department of Justice to determine the Contractors' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

l. Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m. Nondiscrimination Clause: The conduct of the parties to this sub-grant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

1. As a condition to the award of financial assistance from the Department of Labor under Title I or WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the sub-grant agreement.
3. This Contractor agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

n. Indemnification:

1. The following provision applies only if the Contractor is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

2. The following provision applies only if the Contractor is a non-governmental entity:

The Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless the Sub-grantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials, persons, laborers and any other persons, firma or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this sub-grant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspensions of payment under this sub-grant agreement or termination of

this sub-grant agreement or both, and the Contractor may be ineligible for award of future state sub-grant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

- o. Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

- p. Clean Air and Water Act: For sub-grants in excess of \$100,000, compliance with all applicable standards, orders, or requirements issued under 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 the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).

**EXHIBIT E-2 – 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.

SAMPLE

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)