County of San Luis Obispo
GENERAL SERVICES AGENCY
Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL # 1226
TRANSITION PROGRAM

July 19, 2013

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for the Institutional Transition Program with the CA Department of Corrections and Rehabilitation (CDCR).

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 Six (6) hard copies and one (1) electronic copy (on CD) of your proposal on August 12, 2013 by 3:00 p.m. to:

County of San Luis Obispo
Phil 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 Dawn Boulanger at: dboulanger@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.

PHIL 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 six (6) 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 August 12, 2013. 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: Phil 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 similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and

conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

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

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

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

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.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
   Responses addressing sections IV – VIII of the Project Scope should be stated in this section of proposal. Responses to this section must be limited to 15 pages.

    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:

        I. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage liability combined.

        II. Workers Compensation

        III. Automobile insurance for contractor staff

    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. See Appendix A – Sample County Contract for complete insurance and indemnification requirements.

PROJECT SCOPE

I. INTRODUCTION

The San Luis Obispo County Department of Social Services (County) on behalf of the California Department of Corrections and Rehabilitation (CDCR) is soliciting proposals from qualified organizations for the delivery of job readiness and jobs skills education to inmates of the California Men's Colony (CMC) state prison system. Eligible applicants include governmental organizations, community and technical colleges, local education agencies, and private for-profit or non-profit nonsectarian organizations. Approximately $189,000 in CDCR funding is available for a service contract for the period of October 1, 2013 through June 30, 2014.

Transition Program Overview

The Transition Program has been established to provide the CDCR inmates with job readiness and job skills prior to their release from prison. Through a series of modules, each participant will learn about community resources and programs that can assist them in their transition back into their communities. The Program will link them to One-Stop Career Centers and social service agencies in their counties of residence to ensure access to employment and resources upon release. Each participant will be provided with the basic tools needed to present themselves in a positive light to prospective employers, retain a job once hired, and manage their personal finances. These tools include a retrospective of their skills and training prior to and during incarceration, and how to integrate these skills and training into a career path. In addition, participants will learn basic processes that will assist them with building financial skills.

The target population of individuals is age 18 or over, convicted as adults, imprisoned at the CMC institution and scheduled for release within 60 to 240 days. The Program will be provided on-site to inmates incarcerated at the CMC located at Highway 1, San Luis Obispo, CA or locations within San Luis Obispo County as determined by the CDCR.

The initial term of this agreement shall be 12 months from the time the agreement is approved by the County and the California Department of General Services. The contract may be extended for an additional 12 to 24 month period at the County's discretion and the approval of both parties. This agreement shall be valid and enforceable only if sufficient funds are made available to the State for the fiscal year(s) covered by this Agreement and for the purposes of this Program.

RFP Timeline

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

Date	Activity	Time
July 19, 2013	RFP released and available at: www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm	4:00 PM
July 26, 2013	Q&A deadline – All questions for Bidders Conference must be submitted in advance. Submit questions electronically to Dawn Boulanger at: dboulanger@co.slo.ca.us	12:00 PM
July 29, 2013	Bidders Conference; DSS Building, 3433 S.Higuera St., RM 115	10-11:30 AM
August 5, 2013	Deadline for all Q&A. Q&A will be posted anonymously on the County's Purchasing website at: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm	3:00 PM
August 12, 2013	Proposals due to County General Services	3:00 PM
Week of August 12-16, 2013	Selection Committee Reviews	TBD
August 19 – September 9, 2013	Contract Negotiation & Development	N/A
September 24, 2013	Board of Supervisors Approval	N/A

II. TRANSITION PROGRAM REQUIREMENTS

(*Requirements stated below are non-negotiable.)**

A. The Program shall include, but not be limited to, the following components:

1. Seventy-six (76) hours of instruction provided to participants utilizing a predetermined curriculum approved by the Division of Rehabilitative Programs. (Posted on the Workforce Investment Board Website at sloworkforce.com)

2. The curriculum shall be delivered to inmates in 3½ hour blocks within a five week timeframe.

3. Two 3½ hour classes shall be conducted per day, one in the morning, and one in the afternoon.

4. Thirty (30) students will be scheduled for the morning session; and 30 students for the afternoon session.

5. Training will customarily be conducted Monday through Friday during the 5-week class session.

6. One Facilitator staff shall be provided for every 15 inmates for a ratio of 1:15, therefore two facilitators will co-facilitate a classroom of 30 students. Two facilitators are required to be present for each class. Class cannot be conducted with less than two facilitators.

7. A total of 60 students will cycle through each five-week session.

8. Utilization of two Inmate Clerks, when available.

B. Facilitation of the Program will be conducted in a small group framework where inmates work together supporting each other by developing teamwork skills that are valued by employers. The Program curriculum is divided into eight modules with the following topics:

1. Transition Planning
2. Job Search, Part I
3. Job Search, Part II
4. Job Applications
5. Winning Resumes
6. The Interview
7. One-Stop Career Center Orientation
8. Financial Literacy

III. CDCR RESPONSIBILITIES

A. CDCR shall approve all scheduling of classes.

B. The designated CDCR Program Analyst shall act as the primary liaison between the County, CDCR institution staff and CDCR headquarters staff, and shall have, but not be limited to, the general responsibilities outlined below:

1. Schedule and facilitate a start-up meeting prior to implementation between the contractor staff and CDCR Institution staff to address any unresolved issues and clear up any misunderstandings between the parties to maximize services provided under the contract.

2. Provide initial orientation and training to the contractor staff prior to assuming duties at the institutional site.

3. Coordinate with the institutional case management team and classification staff.

4. Coordinate any available CDCR training courses and safety training, as required by CDCR policies and procedures.

5. Meet and have conference calls with County and contractor staff as necessary to review progress and performance. Reviews shall include, but not be limited to, assisting the County and contractor in implementation, problem solving, identifying best practices, reviewing monthly data collection reports, determining future performance objectives and other issues related to the completion of Agreement objectives.

6. Provide access to communications (telephone lines, facsimile lines) and postal service (shipping and receiving services).

7. Maintain facility operations and address safety, security, and other program issues, which may arise during the term of this Agreement.

8. CDCR has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement.

Responses to items IV through VIII below shall be included under item number four (4) (Understanding of and Approach to the Project) of the requested proposal format outlined on page five (5) of this document. Item number four (4) section shall be **limited to 15 pages**.

IV. CONTRACTOR RESPONSIBILITIES

In section four (4) of the requested proposal format, describe your approach to ensuring the following responsibilities are upheld during implementation of the Program.

A. The contractor shall assume responsibility for the performance of the following services in accordance with the rules, regulations, policies and procedures governing the CDCR and in accordance with the terms of this Agreement. The contractor shall:

1. Ensure that all employees have completed an orientation provided by CDCR Institution staff before providing services to inmates.

2. Ensure the delivery of the Program curriculum when inmates are available and institution scheduling permits; this includes day, evening and any make up weekend programming hours as applicable and mutually agreed upon by CDCR, County and contractor.

   If for any reason class is cancelled due to poor weather conditions or closure due to holidays, delivery of training will resume until the entire curriculum has been completed.

3. Ensure that all employees have documentation from CDCR that they have passed either a provisional or full security clearance before providing services to inmates.

4. Ensure the development and forwarding of all proposed class schedules to the County, CDCR institutional staff and all applicable parties. The down time between classes can be no longer than five working days unless a written justification has been provided and an exemption has been granted by the County.

5. At the beginning of a class, it is the responsibility of the contractor to explain session requirements of attendance; if an inmate has more than three (3) full absences which occur in a session, the entire course must be retaken.

6. Ensure all inmates in need of right-to-work documents are identified during the provision of curriculum Module 1: “Transition Planning”, and complete an application for right-to-work documents for all inmates identified.

7. Ensure the customization of the Transitions curriculum in Module 7: "One-Stop Career Center Orientation", with all applicable information for One-Stop Career Centers available statewide, or at a minimum provide One-Stop Career Center information for the geographical areas where inmates from each class plan to reside upon their release.

8. Ensure an alternative workload is identified for staff during periods of institutional lockdown or other Program down time, including but not limited to providing a list to County of referrals to One Stop Career Centers and other Social Service Agencies.

9. Ensure communication occurs with the appropriate community One-Stop Career Center staff for each inmate for the purpose of linking the inmate to employment services after release. In addition, ensure communication with other agencies as necessary based upon the identified needs of the inmates.

10. Ensure exit interviews are conducted with each participant and provide a Certificate of Completion (Attachment A) to inmates who have completed the Program.

11. Ensure all institutional rules and policies are followed and adhered to.

12. Work cooperatively with the County, all CDCR staff and any other public or private entities identified by the CDCR.

13. Rectify any contract non-compliance issues identified by the County and/or the CDCR Program Analyst during Program Accountability Reviews (PARs), audits or issues identified by any CDCR staff, and submit a Corrective Action Plan (CAP) within 30 days of notification. Issues of safety will be resolved immediately upon notification. Failure to provide services according to the Contract within the timeframe established in the CAP may result in termination of the agreement.

14. Assist and cooperate in all types of County and/or CDCR program evaluations of on-site peer reviews and other traditional quality and evaluation activities.

15. Submit monthly invoices along with the Transition Program Utilization Data Collection spreadsheet (Attachment B) by the 10th of the following month. Invoices are not considered payable until the County receives the Transitional Program Utilization Data Collection spreadsheet.

V. PERSONNEL STAFFING, POLICIES AND PROCEDURES

In section four (4) of the requested proposal format, describe your approach to ensuring the following policies and procedures are upheld during implementation of the Program.

A. The contractor shall ensure the recruitment, training, supervision, and maintenance of qualified staff necessary for the delivery of the Program. The Program shall be facilitated in a small group with a staff to inmate ratio of 1:15 (2 facilitators per class of 30 inmates). Position descriptions and minimum qualifications shall conform to the requirements listed below; however, actual classification titles may vary.

B. Key Staff Positions

The following positions are designed as key staff positions and shall be filled by permanent employees at all times throughout the term of this Agreement. Key staff positions must be identified and meet the minimum qualifications, unless the County provides written justification to the CDCR for an exemption and receives written approval from the CDCR.

Resumes and duty statements of staff identified in this section must be provided to the County for approval.

1. Program Manager

The Program Manager is a part-time position (.25 FTE) or its equivalency. This individual shall possess either 1) a Bachelor of Arts degree from a granting institution accredited by the Western Association of Schools and Colleges (WASC) or equivalent and three years experience working with offenders (additional experience may be substituted for education on a year for year basis), or 2) five cumulative years of documented experience demonstrating a history of administrative or program responsibility in services for offenders. Employment readiness or social services field may be substituted for the educational and work experience.

Responsibilities shall include, but not be limited to, the following:

a. Maintaining the overall administrative responsibility for the delivery of services.

b. Planning, directing and coordinating all program activities and the hiring and training of staff.

c. Ensure that all staff attends any CDCR required employee training when made available, including in-service training and institutional orientation, i.e. inmate/staff relations, sexual harassment, personal alarm devices, and use of force.

d. Oversee the budget to ensure that operational costs do not exceed the funding allowed and work with the County when it is determined funding between line items needs to be adjusted.

2. Program Facilitator(s):

There must be a minimum of two full-time Program Facilitators (or its equivalent). Contractor is required to ensure sufficient staff (i.e. back up staff to fill in when primary facilitator(s) are absent, on leave, or otherwise unavailable) to perform required services. A Program Facilitator shall possess either 1) an Associate of Arts degree from a granting institution accredited by the WASC or equivalent, or 2) three years experience working with offenders. (additional experience may be substituted for education on a year for year basis), or 3) a minimum of a high school diploma, one year experience working with offenders, coupled with certification from an accepted social service provider that the individual(s) has had

extensive training in the areas of pre-employment, post-employment, training on application/resume writing, conducting workshops on employment topics and is capable of working with offenders in a State correctional facility.

Responsibilities shall include, but not be limited to, the following:

a. Deliver the Program topics and program services utilizing the CDCR approved curriculum. (Posted on the Workforce Investment Board Website at sloworkforce.com)

b. Assist in establishing and maintaining a variety of record keeping and tracking systems as well as inmate files for the proper collection, dissemination and documentation of necessary information and data.

c. Maintain participant files prepare and submit management information system documents, other reports and correspondence as required.

d. Administer and review the results of vocational and employment- related tests designed to identify skill, aptitudes and interests of eligible participants.

e. Ability to assess and evaluate inmate's employment goals in relation to their current, transferable, or potential skills, and their relevance to local labor market conditions.

f. Assist inmates in accessing resources and information about supportive, social and financial services in their community of residence and teach how to identify these resources in their communities.

g. Conduct workshops including work readiness presentations, job search techniques, preparation of resumes, cover letters and applications, life skills, mock interviews, internet familiarity, labor market information and community service topics. These workshops will be in addition to the curriculum provided by CDCR.

C. Fraternization Policy

The contractor shall ensure written policy and procedures are established in compliance with CDCR policy and procedures, which prohibit employees from fraternizing with inmates and their families.

D. Security Clearance

The contractor shall ensure all current and potential staff undergoes and be granted a security clearance by CDCR. Current and potential staff can be granted a provisional security clearance based upon a California Law Enforcement Telecommunications System (CLETS) check until the results of a Live Scan background check are received by CDCR. CDCR shall review the Live Scan reports to ensure contracted staff meets all CDCR mandates and requirements. The CDCR reserves the right to approve or deny all security clearances. In addition, CDCR has the authority to immediately terminate services should a threat to security be identified. Staff shall be a minimum of 18 years of age.

E. Employment of Ex-Offenders

Contractor cannot and will not, employ in connection with this Agreement:

1. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;

   a. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

2. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

3. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.

4. Any ex-offender who has an offense history involving a violent felony as defined in subparagraph (c) of Penal Code Section 667.5; or

5. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

F. Utilization of Inmate Clerks:

Inmate Clerks, when available, will work with Program Facilitators in delivering Transition curriculum modules to inmate participants. The contractor must utilize Inmate Clerks assigned by the institution with the approval of the Warden and/or designee, and consistent with security requirements of the institution. Utilization of Inmate Clerks must remain in accordance with California Code of Regulations (CCR) Title 15 (Posted on the Workforce Investment Board Website at sloworkforce.com). Where the use of Inmate Clerks is approved, the following requirements must be followed:

1. Contractor staff shall ensure a training program is established for the utilization of the Inmate Clerks who will assist in the provision of program services. Contractor shall ensure institution policy and guidelines are followed for inmate accountability. Program Facilitators shall provide necessary forms and documents as needed to CDCR staff regarding inmate pay forms, time keeping logs and work supervisor reports.

2. Inmate Clerks should reflect the diversity of the institution population.

3. Inmate Clerks will assist the Program Facilitators and shall be closely monitored by the Facilitators while doing so; however, no Inmate Clerk shall be permitted to assume control over other inmates.

4. Inmate Clerks shall work toward or possess the same competencies as the Facilitator staff.

5. Under the direct supervision of the Program Facilitator, Inmate Clerks may provide feedback for the purpose of recording participation, but shall not have access to participants' records, assessment instruments or counselor progress notes.

6. The Warden may impose a time limit on the utilization of inmates as clerks to a maximum number of years. Contractor's Program Facilitator and the Warden or designee shall annually evaluate continued participation of each inmate as a clerk in the program.

7. Plans for the use of inmates as clerks are subject to the review, modification and approval of CDCR staff.

G. Tuberculosis (TB) Testing

Prior to the performance of contracted duties, contractor employees who are assigned to work with inmates shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR.

VI. ADMINISTRATIVE REQUIREMENTS

In section four (4) of the requested proposal format, describe how your agency will meet the following administrative requirements.

A. Organizational and Administrative Experience and Knowledge:

The contractor shall be an organization that has had experience for at least three years in the administration of previous contracts, grants or awards of a similar size, scope and funding as outlined in this solicitation, for employment services delivery to inmates or have had at least five years experience providing other similar services to various types of populations. Administrative experience should include all administrative functions of a project, including fiscal, accounting, budgeting, personnel, contract and/or grant management.

B. Organizational Structure:

The contractor shall provide a written description and organizational chart that shall outline the structure of authority, responsibility and accountability of the Transition Program and its parent organization. This organizational chart may be updated periodically as changes occur without amendment to the contract.

C. Personnel Responsibilities:

The contractor shall provide staffing consistent with the needs of the program. The contractor will be responsible for recruiting, training, and supervising staff. Duty

statements of all budgeted staff positions must be provided to the County. Personnel vacancies must be filled within 90 days.

D. Budget:

The contractor is required to submit the Transition Program Proposed Budget line item budget form (Attachment C) 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:

I. How the project's proposed budget supports the stated objectives and activities in the project;
II. How funds are allocated to minimize administrative and overhead costs and to maximize direct services to inmates;
III. The duties of project-funded staff necessary to the job assignment;
IV. How project-funded staff duties and time commitments support the proposed objectives and activities;
V. Identify al proposed subcontracts

VII. PROGRAM PARTICIPANT DATA AND REPORTING REQUIREMENTS

In section four (4) of the requested proposal format, describe your approach to ensuring the following data and reporting requirements are met.

A. Records Keeping:

Contractor agrees to maintain all rosters, records and other writings that pertain to the delivery of services under this Agreement for a period of no less than four years from termination of this Agreement, or three years from Fiscal Closeout, whichever is later. The files shall be located in a secure area and subcontractor staff shall ensure that inmates do not have access.

B. Inmate Data:

Each day the contractor shall maintain the automated participant program data on the Transitions Program Utilization Data Collection spreadsheet (Attachment B) to ensure compatibility and validity of the program data. All data elements specified in the data collection forms must be completed accurately.

In addition, the contractor shall cooperate in the evaluation of the program and assist CDCR and any designated evaluators in any additional data collection efforts, program fidelity and program analysis. The contractor shall ensure program implementation takes into consideration the results of data collected and ongoing evaluation efforts.

The contractor shall have procedures in place to ensure the validity of the data and to protect the data from unauthorized access and/or destruction due to negligence, malice or disaster.

VIII. PERFORMANCE MEASURES:

In section four (4) of the requested proposal format, describe your approach to meeting performance goals. The provider's success will be measured against the following criteria:

A. It is expected that the complete curricula will be delivered within the five-week timeframe. In the event of an interruption due to institutional constraints, the timeframe shall be extended appropriately. During down time, contractor staff shall complete alternative workload requirements such as communicating with the community One-Stop Career Center staff in the communities where each inmate is planning to reside upon release for the purpose of linking the participant to employment services upon release.

B. Contractor staff will engage the inmates to actively participate in class exercises and communicate with their peers.

C. Contractor staff will provide all appropriate inmates with a Certificate of Completion.

D. Performance measures will be validated through program evaluation, utilizing such tools as site visits, PARS, audits, inmate participant data files, and other sources as necessary.

E. Key Performance Indictors reported after each five-week session

Number of inmates initially enrolled in the class session	
Number of inmates completing the class session	
Referrals to One-Stop Career Center(s)	
Referrals to other Social Service Agencies	
Number of inmates assisted with receiving right to work documents	

IX. PROPOSAL REVIEW AND CONTRACT AWARD

Proposal Evaluation Process

A. **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.

B. **Evaluation of Proposals:** Proposals will be reviewed and evaluated by a Review Committee made up of Workforce Investment Board (WIB) Members, County staff and community agency staff (representing agencies not submitting proposals for this project). Committee members will individually review proposals then meet to discuss their ratings, rank each proposal, and make a recommendation. 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 D.

C. **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.

D. **Board Action:** 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.

E. **Appeals Process:** Appeals shall be submitted in accordance with the County's appeals process. (See General Services procurement policy at county website)

F. **Contract Performance Period:** The contract performance period for this RFP is October 1, 2013 through June 30, 2014. There is the option for a second and third year contract extension based on successful performance, contract compliance, and available funds.

X. ADDITIONAL PROJECT REQUIREMENTS/INFORMATION

A. Contractor will be held to all CDCR safety and security requirements as outlined in Attachment E.

B. The California Department of Corrections (CDCR) maintains the right to make further revisions to the Project Scope, as stated in this RFP.

XI. RFP Attachments

Attachment A – Certificate of Completion
Attachment B – Utilization Data Collection Spreadsheet
Attachment C – Transition Program Proposed Budget
Attachment D – Evaluation Criteria
Attachment E – Safety and Security Requirements

Appendix A – Sample Contract

CERTIFICATE OF COMPLETION

WORKFORCE INVESTMENT BOARD

of _____ COUNTY and

CALIFORNIA DEPARTMENT of CORRECTIONS and REHABILITATION

This certificate is awarded to:

NAME OF RECIPIENT

Has successfully completed the requirements for the

California Transition Program

One-Stop Career Center Orientation, Transition Planning, Job Search Techniques I & II, Job Applications, Resume Writing, Interview Preparation, and Financial Literacy

Completed on the _____ of _____, 2012

Facilitator

Date

Employment Development Department
State of California

California WORKFORCE INVESTMENT BOARD

DEPARTMENT OF CORRECTIONS AND REHABILITATION
STATE OF CALIFORNIA

Institution _____

Session ID _____

Session Start Date _____

Scheduled End Date _____

Actual End Date _____

Attachment B

Missing Hrs.

Utilization Data Collection Spreadsheet

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Name																										
CDCR No																										
Certification Issued (Y/N)																										
Exit Code																										
Day 1	X																									
	S																									
	E																									
	A																									
Day 2	X																									
	S																									
	E																									
	A																									
Day 3	X																									
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Day 4	X																									
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Day 8	X																									
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Day 9	X																									
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	A																									
Day 10	X																									
	S																									
	E																									
	A																									

Institution _____

Session ID _____

Session Start Date _____

Scheduled End Date _____

Actual End Date _____

Attachment B

Missing Hrs.

Utilization Data Collection Spreadsheet

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Name																										
CDCR No																										
Certification Issued (Y/N)																										
Exit Code																										
Day 11	X																									
	S																									
	E																									
	A																									
Day 12	X																									
	S																									
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Day 20	X																									
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Closure Report

Date	Reason of Closure

Key Performance Indicators Reported After Each Session

Number of Inmates Initially Enrolled in the Class Session	
Number of Inmates Completing the class session	
Referrals to One-Stop Career Center(s)	
Referrals to other Social Service Agencies	

Attachment C

CDCR TRANSITION PROGRAM BUDGET PROPOSAL
SAN LUIS OBISPO COUNTY DEPARTMENT OF SOCIAL SERVICES
(Cost Reimbursement Budget)
PROGRAM YEAR 2013/2014
(October 1, 2013 through June 30, 2014)

A. PERSONNEL	No. of Positions	Monthly Salary (Range)	Monthly Salary (Rate)	% of Project Time	No. of Months	Total Amount
Program Director/Manager	0.25					$ -
Program Facilitator	2					$ -
						$
						$
						$
						$
Total Staff Salaries						$ -
Total Staff Benefits (% of Total Staff Salaries:)				%		$ -
TOTAL PERSONNEL COSTS (A)						**$ -**
B. SUB-CONTRACTOR/CONSULTANT COSTS						
						$
						$
TOTAL SUB-CONTRACTORS/CONSULTANTS COST (B)						**$**
C. OPERATING COSTS						
Travel						$ 4,000
Printing of Curriculum						$ 5,000
						$
						$
Additional Line Items:						$
						$
						$
TOTAL OPERATING COSTS (C)						
SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)						
D. TOTAL INDIRECT COST (% of Subtotal Annual Direct Expenses)						$ -
E. PROFIT FEE (% of Subtotal Annual Direct Expenses)						$ -
F. OPERATING RESERVE/CONTINGENCY FUND (% OF Subtotal Annual Direct Expenses						$ -
***TOTAL BUDGET FOR FISCAL YEAR 2013/14 (A+B+C+D+E+F)**						**$189,000**

Attachment D: EVALUATION CRITERIA

Agency: _____ Date: _____

QUESTIONS	High	SCORE			Low	NOTES
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	

Attachment E – Safety and Security Requirements

1. **Before Being Allowed Entry into the Institutions Previous Security Clearance Must Approved:** All INDIVIDUALS, EXCEPT CDCR EMPLOYEES, ARE REQUIRED TO **PASS** A SECURITY CLEARANCE. **To completed the security clearance portion the following will need to be provided to CDCR before entering (1) full name, (2) Identification Number or California Driver's License Number and (3) expiration year, and (4) date of birth; to enter any facility.**

2. **New Employees/Contract Staff Must Complete Orientation/Safety Training**: All hires into contractor positions shall receive an initial orientation (typically 40 hours) of the California Department of Corrections and Rehabilitation (CDCR) policies and procedures training required of new employees. This training will be provided by CDCR. All new (contract) staff shall attend the first available training. Attendance is required prior to direct contact with inmates and delivery of employment training sessions.

3. **Expectation of the Delivery of the Curriculum**: Contract staff shall attend training relevant to the delivery of services, as directed and approved by CDCR.

4. **A TB Test:** As a condition of continued employment all employees, volunteers, students, and contractors who are assigned to regularly work must annually submit to the Department a completed **EMPLOYEE TUBERCULIN SKIN TEST (TST) AND EVALUATION**, **CDC 7336** signed by a licensed physician or surgeon, certifying that they are free of contagious (active) TB. (CDCR does not pay for this)

5. **Fingerprinting/live scan:** A criminal records check is a requirement as a contract employee to work for the Department.

6. **Be Aware of the Dress Code:** All staff shall dress in a manner that is appropriate for the work environment.

   YOU CAN WEAR:

   Comfortable walking shoes, conservative clothing. Despite weather conditions, you will be walking both inside of buildings and outside during your tour – please dress accordingly. We recommend that you wear comfortable walking shoes – you will cover a lot of ground and be on your feet for a number of hours. Umbrellas (small, foldable, without pointed tip) and rain gear (not yellow, orange, or green) may be permitted if the weather is raining.

   DON'T WEAR:

   Blue denim, color/clothing resembling blue denim, blue pants, blue shirt/sweater, white t-shirt, army green, camouflage, gray sweat pants, gray sweatshirt, underwire bra (bras are required), sheer or revealing clothing, tight clothing, mini skirt, shorts, V-neck shirt, sleeveless shirt, tank top, mid-drift shirt, single colored clothing (all blue, orange, white, green, etc.), hat, open toe shoes, flip flop, or any clothing depicting gang-affiliation, drugs, violence or other inappropriate message or picture. Avoid wearing jewelry (earrings, necklace, piercing).

If you arrive in unacceptable attire at the prison, the determination is at the sole discretion of the prison staff to let you enter; you will not be allowed in, if deemed unacceptable. There are no exceptions.

DON'T BRING:

Cell phones, pagers, recorders, radios, cameras, film, computers, computer components, flash drives, other electronic devices, weapons, pocket knives, other commercial knives, scissors, commercial tools, nail clippers, fingernail files, sharp objects, chewing gum, medication (exceeding daily life sustaining dosage with prescription), tobacco products, lighters, handcuff keys, newspapers, magazines, tear gas, explosives, etc.

Blue denim colored clothing, cameras or recording devices will not be allowed.

Just For the Tour of the facilities:

1. Previously Approved Security Clearance (see above for additional information) (One day gate clearance only)
2. On the day of the tour please bring a valid picture identification (ID) issued by a state or governmental agency.
   (You will be required to show your ID several times during your tour).

APPENDIX A – SAMPLE COUNTY CONTRACT
CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR

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

W I T N E S S E T H

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

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

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.

9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

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

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

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

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

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

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

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

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

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million ($1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this

Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

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

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

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

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

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

3. **ENDORSEMENTS**

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

a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days

prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and 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 Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

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

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

List Shipping Address:

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)