

Request for Proposal

Youth Program Operator
Workforce Innovation and Opportunity Act



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SECTION I – GENERAL INFORMATION

A. PROPOSAL SUBMISSION INSTRUCTIONS

The Santa Barbara County Workforce Development Board (“County” or “WDB”) seeks proposals from experienced organizations interested in providing workforce-related services and support to youth in Santa Barbara County. The provision of these services is to be funded by Title I of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128.

Proposals must be received no later than **5:00 P.M. on January 22, 2019** (postmarks not accepted).

Proposers must submit the following: one signed original, one electronic version (thumb-drive), and five (5) hard copies of the proposal.

Proposals may be mailed or hand-delivered to:

Raymond L. McDonald
Executive Director
Workforce Development Board
130 E Ortega Street
Santa Barbara, CA 93101

PLEASE NOTE: Faxed proposals will not be accepted.

B. PROCUREMENT TIMELINE

RFP Release Date	December 3, 2018
Proposers’ Conference	January 9, 2019, 12:00 pm
Deadline for written questions	January 11, 2019, 4:00 pm
Deadline for Proposal Submission	January 22, 2019
Panel Review and Rating Completed	February 15, 2019
Interviews for finalists	February 26, 8 am – 1 pm
WDB Approval	March 29, 2019
Contract Negotiations	April 2019
Contract Begins	July 1, 2019

C. OVERVIEW OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. It repeals the Workforce Investment Act of 1998 and replaces it with new authorization language that is in effect from July 1, 2015 through June 30, 2020. Section 2 of the Act describes the objectives of the legislation:

The purposes of this Act are the following:

- (1) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.*
- (2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.*
- (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.*
- (4) To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.*
- (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.*
- (6) For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.*

To review the full text, the WIOA can be accessed using the following link:
<http://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

D. OBJECTIVE OF THE RFP

The purpose of this RFP is to identify an experienced and qualified organization(s) to act as the WIOA Youth Program Operator in Santa Barbara County.

The selected contractor will be responsible for: (a) providing workforce services and support to youth in the community, and (b) fulfilling the purpose and intent of the WIOA.

All programs must be responsive to WIOA regulations, local labor market demands, local standardized system policies, and operational directives.

Successful programs will drive measurable outcomes, provide a quality customer experience, creatively leverage partner resources and operate with maximum cost efficiency and effectiveness.

E. TERM OF THE AGREEMENT

The County will award an Agreement for a period of three years – July 1, 2019 through June 30, 2022. This Agreement shall remain in force for an initial term of three years and shall not bind, nor purport to bind the County for any contractual commitment in excess of the initial term. However, the County shall have the right to renew the Agreement without rebidding for one (1) additional one (1) year term, within thirty (30) days written notice to the Contractor prior to the expiration of the initial term or renewal term of the Agreement. A renewal determination will be made by the WDB contingent upon the satisfactory achievement of agreed upon performance measures, availability of funding, and County approval. In the event the County exercises such right, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms. This Agreement will not automatically renew.

F. PROGRAM LOCATIONS

Proposers must provide services for both the North County (Lompoc, Santa Maria, all areas North of the Santa Ynez Mountains) and South County (Carpinteria, Goleta, Santa Barbara, all areas South of Santa Ynez Mountains) and will be asked to propose specific locations (Appendix C) for meeting and delivering services to youth participants. The proposed locations should be in highly populated areas (preferably Santa Barbara and Santa Maria) that are easily accessible to the youth population (e.g. a place where young adults congregate and/or a place that is near public transportation). Furthermore, the selected contractor(s) will be expected to proactively send staff out into the community to engage with potential youth clients, rather than solely rely on youth to seek out services at the contractor(s) offices, and to conduct outreach during non-traditional business hours.

For the purposes of continuity, the selected contractor will be expected to provide services and some level of staffing at the existing site in Lompoc and at the existing site in Carpinteria. The Workforce Development Board will be the leaseholder for these existing sites and will cover the following facility-related costs:

- Building Lease
- Janitorial Services
- Utility Costs (Electric, Water and Trash)
- Building Maintenance Staff (County Employee)

The Contractor will be responsible for following all building policies, including but not limited to those dealing with professional conduct, Confidentiality and Private Client Information, and Health and Safety practices.

Program Location	Existing Site	Address
North County	Lompoc	320 North J Street, Suite A-5, Lompoc, CA 93436
South County	Carpinteria	5201 8 th Street, #316, Carpinteria, CA 93103

G. AVAILABLE FUNDING

The maximum available funding is listed below for each program location. This amount is subject to change based on fluctuations in the annual allocation and should be used as estimates.

Proposers will be asked for each location to submit three budgets - one for each contract year listed below. The proposed budgets will need to cover all costs associated with start-up and program operations, with the exception of the facility-related costs in Carpinteria and Lompoc. The cost of existing program facilities and related costs will be covered by the County.

Proposers must follow the program budget instructions in Appendix D.

North County – Total Anticipated Contract Value: \$1,213,596 (July 1, 2019 – June 30, 2022)

Contract Year	Amount
July 1, 2019 – June 30, 2020	\$404,532
July 1, 2020 – June 30, 2021	\$404,532
July 1, 2021 – June 30, 2022	\$404,532

South County– Total Anticipated Contract Value: \$992,940 (July 1, 2019 – June 30, 2022)

Contract Year	Amount
July 1, 2019 – June 30, 2020	\$330,980
July 1, 2020 – June 30, 2021	\$330,980
July 1, 2021 – June 30, 2022	\$330,980

H. ELIGIBLE APPLICANTS

Proposals will be accepted from qualified providers capable of successfully operating a WIOA Youth Program in accordance with the requirements of the *Workforce Innovation and Opportunity Act*.

Eligible applicants include private and public, secondary or post-secondary education institutions, faith-based organizations, for-profit and not-for-profit agencies, Community Based Organizations, or other legally established entities.

Proposers must have the administrative and fiscal capacity to successfully provide the services identified in this RFP. Organizations must have at least three (3) years of experience providing youth programs.

Partnerships or consortiums may respond; however, collaborations submitting proposals must identify a lead agency that will be responsible for management, coordination of services, operations, financial accountability, legal obligations and all reporting requirements.

A contractor, subcontractor, or consultant who is employed by the County to develop specifications, requirements, statements of work, invitations for bid, request for proposals, or who provided paid or unpaid consultant, monitoring, technical assistance services in the subject program area during the twelve (12) months prior to the issuance of the RFP is prohibited from competing for the award.

I. CONFLICT OF INTEREST

The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him or her to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

Agencies employing or retaining employees of the County of Santa Barbara as contractors, subcontractors, or consultants or in any other capacity must make such information known within their proposal document (in the section describing the Organizational Capacity and Structure). Failure to do so may result in disqualification of the proposal, cancellation of contract or contract award, or result in disciplinary action against individuals involved.

J. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

Proposer certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Proposer to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; Proposer shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering

into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Proposer also agrees that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

SECTION II. SCOPE OF WORK

As stated previously, the purpose of this RFP is to identify an experienced and qualified organization(s) to act as the WIOA Youth Program Operator in Santa Barbara County. The selected contractor will be responsible for: (a) providing workforce services and support to youth in the community, and (b) fulfilling the purpose and intent of the WIOA. All programs must be responsive to WIOA regulations, local labor market demands, local standardized system policies, and operational directives.

A. TARGET POPULATION

The program will serve two groups: WIOA eligible out-of-school youth and WIOA eligible in-school youth.

WIOA Eligible Out-of-School Youth

An individual between the ages of 16 and 24 who is not attending any school and meets at least one of the following criteria, as defined by WIOA:

- School dropout
- Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
- Recipient of a secondary school diploma or its recognized equivalent who is low-income and:
 - Basic skills deficient; or
 - An English language learner
- Subject to the juvenile or adult justice system
- Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out-of-home placement
- Pregnant or parenting
- Individual with a disability
- Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

WIOA Eligible In-School Youth

An individual who is between the ages of 14 and 21 who is attending school, low income, and meets at least one of the following criteria, as defined by WIOA:

- Basic skills deficient
- An English language learner
- An offender
- Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out-of-home placement
- Pregnant or parenting
- Individual with a disability

- Requires additional assistance to enter or complete an educational program or to secure or hold employment

Please Note: At least 75 percent of funds must be used to provide youth workforce investment activities for WIOA eligible out of school youth.

B. SERVICE DELIVERY

At a minimum, youth programs should include the following program design elements:

- **Objective Assessment** of academic levels, occupational and basic skill levels, employability, and service needs of each participant (unless a recent assessment is available).
- **Service Strategy** developed for each participant based on the assessment of the individual and the performance goals of the program (unless a recent service plan is available).
- **Additional Elements:**
 - Activities leading to the attainment of a secondary school diploma or its recognized equivalent or a recognized postsecondary credential.
 - Preparation for postsecondary educational and training opportunities.
 - Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
 - Preparation for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors.

At a minimum, the following services shall be made available to youth participants:

- **Tutoring**
- **Alternative Secondary School Services** or drop out recovery services
- **Work Experience***, both paid and unpaid, which may include: summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, on the job training opportunities
- **Occupational Skill Training**, prioritizing programs that lead to recognized postsecondary credentials that are aligned with the designated industry sectors
- **Leadership Development Opportunities**, which may include community service and peer- centered activities
- **Supportive Services**
- **Mentoring**
- **Guidance Counseling**, including drug and alcohol abuse counseling, and referral, as appropriate
- **Financial Literacy Education**
- **Entrepreneurial Skills Training**
- **Provision of Labor Market and Employment Information**, including information about priority sectors and in-demand occupations
- **Preparation for Postsecondary Education and Training**

*Please note: In order to meet the mandated spending requirement set forth in WIOA, the Contractor is expected to spend *no less than* the following amount in each program year on paid or unpaid Work Experience (defined above):

NORTH COUNTY

Contract Year	Total Annual Budget	Minimum Amount Spent on Work Experience per Site
July 1, 2019 – June 30, 2020	\$404,532	\$117,297
July 1, 2020 – June 30, 2021	\$404,532	\$117,297
July 1, 2021 – June 30, 2022	\$404,532	\$117,297

SOUTH COUNTY

Contract Year	Total Annual Budget	Minimum Amount Spent on Work Experience per Site
July 1, 2019 – June 30, 2020	\$330,980	\$102,688
July 1, 2020 – June 30, 2021	\$330,980	\$102,688
July 1, 2021 – June 30, 2022	\$330,980	\$102,688

C. DESIGNATED INDUSTRY SECTORS

In 2017, the WDB contracted with BW Research to conduct an in-depth analysis of the Santa Barbara County labor market to identify industry sectors that are growing or particularly important to our area. Nine industry clusters were identified in the research report:

1. Aerospace and Defense
2. Agriculture, Food, and Beverage
3. Biotechnology and Related Devices
4. Building and Design
5. Business Services
6. Energy and Environment
7. Healthcare
8. Information and Communication Technologies
9. Tourism and Hospitality

The industry clusters offer a framework to understand employment opportunities in the County, to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of Santa Barbara County.

Sector Strategies will be developed to support Santa Barbara County’s designated industry sectors and to educate and connect youth and jobseekers to employment within these sectors.

The Youth Program Operator(s) will be required to ensure connectivity to the designated industry sectors.

D. PERFORMANCE INDICATORS AND GOALS

Annual performance goals will be established prior to the start of the program year and will be monitored on a quarterly, or as needed, basis. Goals will be set in each of the following categories:

- **Employment, Education, or Training:** The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.

- **Retention:** The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
- **Earnings:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
- **Degree or Certificate Attainment:** The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.
- **In Program Skills Gain:** The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
- **Business Services.** Performance indicator(s) will be established to measure the effectiveness of the program in serving employers.

As a point of reference, the goals established by the State for Santa Barbara County in Program Year 2019-20 were as follows:

Program	2 nd Quarter Outcomes	4 th Quarter Outcomes	Credential Rate
Youth	66.9%	64.0%	54%

These goals are provided as a reference only. New goals will be established at the start of each program year.

The State of California and/or the WDB may develop additional performance indicators and establish goals for the Contractor beyond those listed above. The WDB may set goals for the *number* of individuals enrolled, served, trained, and/or placed (in addition to percentage goals) to ensure a strong return on investment and adequate levels of service and outcomes for the community.

Goals will be revisited and renegotiated on an annual basis.

E. MANAGEMENT AND REPORTING

Contractor(s) will meet regularly (no less than quarterly) with WDB staff to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under the contract. Contractor(s) will utilize any WDB-prescribed reporting tools and will ensure timely data entry in the appropriate database(s).

If the Contractor is not meeting expected performance levels, WDB staff may request corrective action plans and/or conduct additional monitoring.

In addition, regional collaboration and reporting will be required under WIOA. The WDB expects that program operators will be required to participate in regional work. The level of participation and specific roles that they will play will be determined on a project by project basis.

WDB staff will be responsible for reporting to the State and will field all requests from the County Board of Supervisors, WDB, the media, and other interested stakeholders. Contractor(s) will be expected to support with reporting requests as needed. Contractor(s) will respond to reporting

requests in a prompt and timely manner.

F. BRANDING

WIOA-funded programs will follow the branding guidelines issued at the federal, state, and local level. Youth programs will be described as the WIOA Youth Program, unless WDB staff direct otherwise. Contractor(s) will not use their brand or promote their own organization without the explicit permission of the WDB or its staff.

G. PARTNERSHIPS

In the past, the Youth Program in Santa Barbara County has successfully employed the “Daisy Wheel Model,” a coordinated approach to service delivery, whereby the program staff conducts assessment of participants, makes referrals, and provides case management services, while coordinating and/or contracting with partner groups to provide some or all of the required services to participants. With limited funds and resources available, Contractor(s) may want to consider this model and are strongly encouraged to develop meaningful partnerships with other youth-serving organizations and to coordinate service delivery in order to capitalize on each organization’s strengths and to eliminate duplicative services.

Additionally, Youth Program Operator(s) are a mandated partner in the One Stop service delivery system. As such, Contractor(s) must work in collaboration with the required partners listed in Section 121 (b) (1) of the WIOA:

- WIA Title I programs
- Wagner-Peyser programs
- Adult Education and Literacy programs
- Rehabilitation Act programs
- Welfare-to-Work
- Older Americans Act programs
- Perkins postsecondary vocational education activities
- Trade Adjustment Assistance and NAFTA-TAA programs
- Veterans Employment and Training
- Community Service Block Grant employment and training activities
- HUD employment and training activities
- Unemployment compensation programs
- Second Chance Act Programs
- Temporary Assistance for Needy Families (TANF)¹ * See note below.

Contractor(s) may also be required to partner with any other entities, approved by the local WDB and County Board of Supervisors, that carry out workforce development programs, such as:

- Employment and training programs administered by the SSA
- SNAP and SNAP E&T programs
- Client assistance programs
- National and Community Service state grants
- Other appropriate federal, state or local employment, education and training programs

In accordance with WIOA and EDD Directive WSDD-131, the WDB, with the agreement of the County, has entered into a Memorandum of Understanding (MOU) with each of the System Partners listed above. The MOU includes:

- The specific services that will be provided through the workforce system, including the manner in which the services will be coordinated and delivered.
- Methods of referral between the System Partners.
- Cost sharing agreement.
- Methods to ensure the needs of system customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.

Contractor(s) must comply with the terms of the MOU and the specific responsibilities outlined for the Youth Program Operator.

SECTION III. PROPOSAL

A. REQUIRED ELEMENTS OF A PROPOSAL

The proposal will consist of the following components:

- i. Cover Page (Appendix A) bearing the original signature of an individual authorized to bind the proposer in a formal agreement.
- ii. Proposal Checklist/Table of Contents (Appendix B) noting the sequentially numbered page(s) where each item of the proposal and attachments to the proposal may be found.
- iii. Proposed Site: Complete and include the Proposed Site Form (Appendix C).
- iv. Organizational Capacity and Structure: Describe your organization's capacity to carry out your proposed program design while meeting all other contractual requirements described in the Scope of Work (Section 2). Explain how your organization's leadership will manage toward negotiated program goals and troubleshoot any areas of concern (e.g. underperformance, staff turn-over, under/over spending). If proposing a consortium model, describe each organization's capacity to meet their role as described in the proposal.

Describe your organizational structure, specifically as it relates to your ability to provide cost effective, high quality services to youth. Include an organizational chart and job descriptions and/or resumes directly relevant to the WIOA youth program.

- v. Experience and Demonstrated Ability: Describe your organization's experience providing services similar to those required in the Scope of Work. Specify any experience managing workforce development or youth programs, including working with state and/or federal regulations. All Proposers must have a *minimum* of 3 years of experience operating a youth program *and/or* providing any of the following related services: employment, job training, youth development, supportive services for at-risk youth, and/or social services.

Include a detailed account of past outcomes achieved and describe your organization's track record for meeting and exceeding performance goals.

- vi. Program Design and Approach
 - a. Provide a description of your program design and how you will approach each of the

- required elements in the Scope of Work (Section 2), including:
- i. Recruiting eligible youth, specifically out of school youth, including strategies for proactive outreach and engagement
 - ii. Engaging the designated industry sectors
 - iii. Meeting or exceeding performance goals
 - iv. Timely data entry and reporting to WDB staff
 - v. Developing and working with partners and strategies for leveraging partners resources
- b. Provide a detailed narrative of your approach to each of the required program design and service elements in the Scope of Work (See Section 2.C). Include specifics and numbers wherever possible.
 - c. Include a detailed description of any *additional* services or strategies that will be implemented.
 - d. Include a customer flow chart summarizing client flow through the system, and the expected time that customers will be in each stage.
 - e. If the proposer wants to sub-contract elements of the program, provide the sub-contractor's organization name, qualifications, and a letter from the sub-contractor acknowledging the ability and willingness to provide the services.
- vii. Program Budget Form: Complete and include the Program Budget Form according to the instructions (Appendix D). For each location, complete a budget for each of the three years, for a total of six budget forms.
- viii. Budget Narrative: Provide a budget narrative that includes a brief description of the costs charged to each item on the Program Budget Form. Describe your budget assumptions, unique expenditures, or other budget information you would like the evaluation committee to consider. Include a description of in-kind contributions, if any. Follow the instructions included in (Appendix D). You must submit separate Program Budget Forms and Budget Narratives for each location. In-kind contributions must be itemized in the proposal and contract budgets and are subject to audit.
- ix. Financial Statement/Audit: Provide a complete financial statement, prepared in conformity with Generally Accepted Accounting Principles, based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline. This statement must be certified by an independent certified public accountant. The statement should clearly identify the financial condition of the applicant's business entity as well as that of its corporate structure, if applicable. The financial statement will be used in determining the applicant's financial condition, including the working capital position that would permit the applicant to perform a contract of the size indicated by this RFP.

Applicant must also submit a current tax return or for non-profit organizations, a copy of the organizations current IRS Form 990.

If you are unable to submit these documents, please explain.

B. GENERAL PROPOSAL CONDITIONS

Proposals should be thorough, well written, and responsive to the RFP. In order to be competitive, proposals must include all of the requested information, completed forms, and attachments. Responses should be organized and each section should be clearly labeled. In order to enable direct comparison between responses, all proposals must be submitted in strict conformity to the stated requirements.

Failure to adhere to all requirements may result in your proposal being disqualified as non-responsive. Proposals without an original, authorized signature may be rejected.

Unnecessarily elaborate or lengthy proposals, beyond what is needed to provide a sufficient and clear response to all the RFP requirements, are not desired.

Proposers agree to provide the County with any other information the County determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

C. TECHNICAL ASSISTANCE AND PROPOSERS' CONFERENCE

Questions may be submitted via email with the title line "RFP Consultant" to WDB@SBCSocialServ.org by Friday, January 11, 2019, at 4 pm. Potential proposers may not contact any other County employees or Workforce Development Board Members about this RFP during the solicitation and evaluation process. Inappropriate contacts are grounds for disqualification.

Responses will be provided in writing only. The County will not provide assistance regarding a proposer's individual program design. The full set of Questions and Answers (Q&A) will be made available online at: www.sbcwdb.org

The County of Santa Barbara advises that prospective Proposers should periodically check the website listed above for modifications to the bid documents or Q&As relating to this RFP.

Prospective Proposers are strongly encouraged to attend the Proposers' Conference. Details below:

Proposers' Conference
12:00 pm on January 9, 2019
Department of Social Services
Cornerstone Conference Room, First Floor
2125 South Centerpointe Parkway
Santa Maria, CA 93455

The purpose of the Proposers' Conference is to permit interested applicants an opportunity to ask questions about the RFP, further explain program criteria, and inform all proposers of the specific requirements and allowable activities under the RFP.

D. WITHDRAWAL OR MODIFICATION

Request for Proposal: The County reserves the right to withdraw or modify the RFP in whole or in part, at any time and for any reason. If an amendment is issued it shall be provided to all known prospective applicants. If necessary, a new proposal deadline will be established. Prospective proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right to cancel or reissue the RFP at its sole discretion.

Proposals: Proposals may be withdrawn or modified at any time prior to the deadline for proposal submission.

Requests to withdraw a proposal should be submitted in a letter from the authorized signatory on the bidder's letterhead.

In order to modify a proposal, the proposer must resubmit the proposal package *in full* prior to the submission deadline, 5:00 P.M. on January 22, 2019. The new proposal package should include a letter from the authorized signatory on the proposer's letterhead explaining the changes made.

Written requests/resubmissions should be submitted to the WDB (Contact information can be found on Page 2 of this RFP).

E. BIDDER RESPONSIBILITY

Proposers are expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFP. By submitting a response, Proposers are presumed to concur with all terms, conditions, and specifications of the RFP. Any and all deviations from the RFP must be clearly stated in the proposal. Excessive deviations or those which could affect vital terms may reduce or eliminate the prospect of award.

The proposal preparation cost is solely the responsibility of the applicant and shall not be included as part of the proposal budget. All records, documents and information collected and/or maintained by others in the course of the preparation of the proposal shall be made accessible to the County for purposes of inspection, reproduction, and audit without restriction. Proposer shall agree that the County may audit, examine, and copy any and all books, records and information relating to the proposed services at no cost to the County. Proposers must maintain all records until the contract has been awarded.

F. CONFIDENTIAL AND PROPRIETARY DATA

Proposals are not to be marked as confidential or proprietary. Since all proposals are subject to public disclosure by the Public Records Act and state regulations, Proposers should consider whether to provide any documents that they consider to be confidential or proprietary. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information in the proposals submitted.

G. CONSORTIUM PROPOSALS

Applicants who plan to perform the work as a consortium must provide the following information for *each* of the partners:

- Cover Page (Appendix A)
- Response to Section 3.A.iv. Organizational Capacity and Structure
- Response to Section 3.A.v: Experience and Demonstrated Ability
- Organizational Chart
- Staff Resumes and/or Proposed Job Descriptions (related to the required Scope of Work)
- Financial Statements/Tax Returns

The principal or lead organization must be identified on the proposal Cover Page.

SECTION IV. PROPOSAL EVALUATION AND SELECTION PROCESS

A. EVALUATION CRITERIA

Criterion	Points Allotted
Organizational Structure and Capacity	20
Experience and Demonstrated Ability	30
Program Design and Approach	35
Budget	15

Proposals will be evaluated by the following categories:

Organizational Structure and Capacity

Reviewers will evaluate:

- a. The organization's capacity and commitment to carrying out the proposed program design and the ability to meet all requirements of the contract.
- b. The adequacy of the organizational structure and proposed staffing for the contract.

Experience and Demonstrated Ability

Reviewers will evaluate:

- a. The relevance and extent of the organization's past experience.
- b. The demonstrated ability to achieve outcomes and meet performance goals.

Program Design and Approach

Reviewers will evaluate:

- a. The extent to which the narrative is comprehensive and responsive to the Scope of Work (Section 2).
- b. The extent to which the proposal meets the tenets of the Workforce Innovation and Opportunity Act.
- c. The quality of strategies and approaches to ensure participants receive effective services that are consistent with policies and produce quality outcomes while minimizing cost.
- d. The accessibility of the proposed site for youth participants, as well as strategies for proactively going into the community to engage youth and other creative strategies to identify youth who may benefit from services, without relying on them to seek services themselves

Budget

Reviewers will evaluate:

- a. The accuracy and completeness of the budgets.
- b. Whether costs are reasonable, allowable, necessary, and fully justified, as measured by a review of the line item budget and the proposed program design.

B. AWARD

A selection committee will review all proposals and will score and rank them according to the evaluation criteria. The strongest proposals will be forwarded to the WDB for interviews. The highest final scoring proposal(s) will be submitted to the WDB and the County Board of Supervisors for approval and final award.

The County reserves the right to request additional written or oral information from Proposers in order to obtain clarification in instances when the proposal is unclear.

1. Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, Proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the reply.
2. The requirements detailed in the Scope of Work (Section 2) are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

An award will be made to the proposer whose offer is the most advantageous to the County from the standpoint of previous experience, quality of program design, ability to deliver, price, or for any other reason deemed to be in the best interest of the County. Award will not be determined by price alone.

The County expressly reserves the right to accept or reject any or all replies, to modify, alter, or waive any technicalities or provisions, or to accept the reply which is determined to be the best evaluated offer. Submission of a reply confers no rights upon the Proposer nor obligates the County in any manner. The County reserves the right to award no Agreement and to solicit additional offers at a later date.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. The County reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse an applicant from full compliance if awarded a contract. Reasons for rejecting any proposal will be provided to the applicant.

Competitive negotiation requires that at least two (2) responsive proposals for the same scope of work and service area be received in response to the RFP. A competition is considered failed if only one (1) responsive proposal is received, or if only one (1) proposal receives the minimum 65-point required score. If a competition is declared failed, the County of Santa Barbara has the option to re-compete the procurement or to enter into a sole source agreement.

The County reserves the right to award an Agreement to the next most qualified Proposer if a successful Proposer does not execute an Agreement within thirty (30) days after the award decision is communicated.

C. PROTESTS

The County shall consider any protest regarding the award of a contract. Protests must be delivered within seven (7) calendar days immediately following the date of notification of the recommendation toward a contract. Protests must be submitted in writing to the attention of the WDB Director:

Ray McDonald
Santa Barbara Workforce Development Board
130 East Ortega St.
Santa Barbara, CA 93101

The County will respond in writing to the protester within seven (7) working days of the close of the protest period. Notification will include the final decision on the protest and the basis for the decision.

C. CONTRACTING

A separate contract will be issued for each program location. Contracts will be effective July 1, 2019, and Contractor(s) must be prepared to have the proposed program operational on that date.

All contracts awarded through this procurement are subject to the availability of applicable federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts and/or efficiently maintain program locations, the County or the Workforce Development Board may terminate and/or reduce funding of any contract and/or program location in full or in part, at any time during the contract period.

The Contractor selected for funding must ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, whichever is applicable.

Contractors will also be bound by the County's "Agreement for Services of Independent Contractors" (a sample of which is attached to this RFP, Appendix F). Contractor(s) must adhere to all federal, state, or County directives included in the contract or issued after the execution of the contract, including but not limited to the Social Security Act, the Civil Rights Acts, the Clean Air Act, applicable federal regulations, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.

This RFP and the successful proposal will be made part of any resultant Contract. In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

1. Provisions of the Contract
2. Provisions on the RFP
3. Provisions of the Vendor's Proposal

The County of Santa Barbara and the Workforce Development Board reserve the right to utilize pay-for-performance contracting strategies pursuant to the WIOA.

Prior to contract execution, contractor(s) must comply with the standard County insurance requirements.

The County requires evidence of insurance for the following coverages:

- General Liability with policy limits no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate*
- Automobile Liability with policy limits no less than \$1,000,000 per accident [if required to perform the services described in the contract]
- Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- Professional Liability with policy limits no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate [if contract relates to professional services]
- *The Contractor must provide an Additional Insured Endorsement naming the County of Santa Barbara as an additional insured on its General Liability Insurance policy. The insurance certificates and endorsements must be received by the County prior to the execution of the contract.
- The Certificate Holder shall read as follows:

County of Santa Barbara
C/O Department of Social Services
2125 S. Centerpointe Pkwy.
Santa Maria, CA 93455

Appendices

Request for Proposal
Youth Program Operator
Workforce Innovation and Opportunity Act



APPENDIX A: PROPOSAL COVER PAGE

WIOA ONE STOP OPERATOR AND ADULT AND DISLOCATED WORKER PROGRAM OPERATOR

Original: ____

Copy: ____

Check here if lead organization for a consortium: ____

ORGANIZATION:

ADDRESS:

TELEPHONE:

FAX:

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT EMAIL:

TYPE OF ORGANIZATION

Institute of Higher Education: ____

Governmental Agency: ____

Private For-Profit Entity: ____

Community Based Organization/Non-Profit: ____

Other (Explain): _____

CERTIFICATION OF PROPOSAL CONTENT:

I certify that, to the best of my knowledge and belief, the information contained in this proposal is accurate, complete, and current as of the date below.

Name of Authorized Representative (Print)

Title of Authorized Representative

Signature of Authorized Representative

Date

Appendix B: PROPOSAL CHECKLIST

This Proposal Checklist identifies all required elements that must be submitted with your proposal. Follow this sequence in presenting your proposal, with the Checklist serving as the Table of Contents indicating the page number where that information can be found in your proposal in the second column. The third column is for County of Santa Barbara staff use only.

PROPOSAL TABLE OF CONTENTS	Page #	Verified (√) (County Staff Use Only)
Proposal Cover Page (Appendix A)		
Proposal Checklist/Table of Contents (Appendix B)		
Proposed Site (Appendix C)		
Organizational Capacity and Structure		
Experience and Demonstrated Ability		
Program Design and Approach		
Program Budget Forms (use Excel Spreadsheet),		
Budget Narrative(s), (Appendix D)		
REQUIRED ATTACHMENTS:		
Financial Statements/Tax Returns		
Staff Resumes and/or Proposed Job Descriptions		
Organizational Chart		
Customer Flow Chart		
Subcontractor Letter(s), if applicable		

Appendix C: PROPOSED SITE

Have you identified a site in which to deliver services?

Yes

No

If no, please explain your plan and timeline for identifying a site:

If yes, complete the following questions:

1. What is the address of the proposed site?

2. Does your organization currently own or lease the site?

Yes

No

3. Will the site be shared with other organizations or programs?

Yes

No

If yes, please list: _____

4. Is the site accessible by public transportation?

Yes

No

5. Does the site meet Americans with Disabilities Act (ADA) Standards?

Yes

No

Appendix D: PROGRAM BUDGET- INSTRUCTIONS:

Available funding for each program location:

North County – Total Anticipated Contract Value: \$XXXXXXX (July 1, 2019 – June 30, 2022)

Contract Year	Amount
July 1, 2019 – June 30, 2020	\$
July 1, 2020 – June 30, 2021	\$
July 1, 2021 – June 30, 2022	\$

South County– Total Anticipated Contract Value: \$XXXXXXX (October 1, 2016 – June 30, 2019)

Contract Year	Amount
July 1, 2019 – June 30, 2020	\$
July 1, 2020 – June 30, 2021	\$
July 1, 2021 – June 30, 2022	\$

Please complete three Program Budget Forms (one for each contract year) and a Budget Narrative, for each location.

The total budget amount must equal the estimated funding allocations. Budgets in excess of the estimated budget amounts provided will not be accepted for consideration.

Proposers should follow Generally Accepted Accounting Principles (GAAP) and standards when developing line item budgets. All costs must comply with the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. Budgets must conform to all legal expenditure mandates.

Operating Costs:

- Wages and Fringe – List by Job Title and FTE (full-time equivalency). *Do not forget to include a job description for each position in the attachments to this proposal.* This line item includes salaries and benefits.
- Advertising – This item includes outreach and dissemination of information. Describe efforts to reach specific target populations, including women in nontraditional occupations and potential employers.
- Audit - Provide a complete financial statement, prepared in conformity with Generally Accepted Accounting Principles, based upon an audit that is not more than eighteen (18) months old by the time of the proposal submission deadline. See requirements under 3(A)ix.
- Copying/Printing –This item includes copying/printing costs associated with participant information/referral material.
- Dues/Memberships – Provide examples of the types of organizations and associations.
- Equipment (Lease/Purchase/Maintenance) – Include in this item anticipated costs for the lease, purchase, and maintenance of equipment. Include a description of the type of equipment that is planned to be purchased or leased, and the estimated cost associated with each item.
- Facilities – This item includes the annual cost of the building lease, janitorial services, and maintenance. The County will cover these costs for the Lompoc and Carpinteria sites.
- Insurance – Include information regarding the types of insurance (e.g., general liability, Director and Officer’s Insurance, etc.). Do not include health or disability insurance in this line item (this information should be included in the description of the personnel charges listed above under wages and fringe).
- Meeting Room Rental – include a description of the purpose and need.
- Postage – include a description of what the postage will be used for.

- Publications/Subscriptions – Provide detail of anticipated publications and subscriptions.
- Staff Development – Capacity building and continuing education for staff is encouraged. Provide details of the type of activities planned for staff development/continuing education.
- Staff Travel – Includes travel charges related to staff development as well as client related activities.
- Supplies – This category is for office supplies. Do not include supplies/inventories/ testing materials directly related to participant assessment.
- Telephone/Communication – This item includes telephone service and internet
- Utilities - Electric, Water and Trash
- Other – Detail any anticipated costs that are necessary but not captured in the standard line items.

Direct Job Seeker Costs

Detail the amount of planned direct job seeker expenses to be incurred on the budget form. These are out-of-pocket expenses incurred on behalf of an identifiable participant who is not already included in personnel or other operating expenses. Provide a description on the Budget Narrative for amounts entered in each of the categories on the budget form, consistent with the Program Narrative section of your proposal.

Please note: In order to meet the mandated spending requirement set forth in WIOA, the Contractor for each program location is expected to spend *no less than* the following amount on Work Experience (including employment opportunities, internships, job shadowing, on the job training, and pre-apprenticeships programs) in each program year:

NORTH COUNTY

Contract Year	Total Annual Budget North	Minimum Amount Spent on Work Experience per Site
July 1, 2019 – June 30, 2020	\$	\$
July 1, 2020 – June 30, 2021	\$	\$
July 1, 2021 – June 30, 2022	\$	\$

SOUTH COUNTY

Contract Year	Total Annual Budget South	Minimum Amount Spent on Work Experience per Site
July 1, 2019 – June 30, 2020	\$	\$
July 1, 2020 – June 30, 2021	\$	\$
July 1, 2021 – June 30, 2022	\$	\$

Indirect Costs

Please note that indirect costs can only be included if your organization has an approved indirect rate from your cognizant agency and a copy is attached, or standardized cost allocation plan that can be reviewed upon request. Any indirect costs must comply with the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200.

Profit

If you are a for-profit agency, please include profit amounts in a separate line item.

Unbudgeted Funding

Explain the rationale for any unbudgeted funding. *This item might include funds planned to be carried-in to the following program year.*

PROGRAM BUDGET FORM (This is for reference only. Please use Excel Spreadsheet with built in formulas for proposal submissions)

ORGANIZATION:	
CONTRACT YEAR:	
YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT	

I. OPERATING COSTS			
A. WAGES AND FRINGES	Salary	% Allocated to Contract	Total Cost to Contract
Position Title			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
Subtotal Wages & Fringes			\$0
B. OTHER OPERATING			
Advertising			
Audit			
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			
Facilities Rent/Maintenance			

Insurance		
Legal Fees		
Meeting Room Rental Fees		
Misc. (License, Tax, Other Fees)		
Postage		
Publications		
Staff Development		
Staff Travel		
Supplies (Not Testing)		
Telephone/Communication		
Utilities		
Other (Specify)		
Subtotal Other Operating		\$
Subtotal Operating		\$
C. DIRECT JOB SEEKER COSTS		
Work Experience		\$
Training		\$
Supportive Services		\$
Other (Specify)		\$
Subtotal Direct Job Seeker Costs		\$
E. INDIRECT COSTS		\$
F. PROFIT		\$
TOTAL BUDGET		\$

Appendix E: DEFINITIONS

- **Basic Skills Deficient:** Refers to an individual who is: (A) a youth with English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or (B) a youth or adult who cannot compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, or in the individual's family, or in society.
- **Bidder** - Any organization submitting a formal response to this RFP.
- **Collaboration** - A temporary alliance of groups or organizations that come together to work jointly on a specific endeavor. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each group, organization, or entity.
- **Community-Based Organization**— A private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.
- **Contractor**- The Bidder who is selected for Award and enters into an Agreement for provision of the services described in the RFP.
- **Eligible or Eligibility:** Refers to an individual's status in relation to his/her qualification to participate in a WIOA-funded program. Examples of eligibility criteria for various programs are residency, age, economic status, serious barriers to employment, plant closures, layoffs, long-term unemployment, etc.
- **Enrollment:** An eligible job seeker who has been referred for WIOA services and for whom enrollment documents have been completed.
- **Follow-Up:** The collection of information on an exited registered job seeker's employment situation each month for one (1) year after termination from the program.
- **In-Kind Contribution:** Contributions from non-WIOA sources provided by a Contractor to support a WIOA program.
- **Intake:** Determination of a universal job seeker's eligibility and: (A) a determination of whether the program can benefit the individual, (B) an identification of the employment and training activities and services that would be appropriate for that individual, (C) a determination of the availability of an appropriate employment and training activity, (D) a decision on selection for participation, and (E) the dissemination of information on the program.
- **Internship:** A short-term training activity with a for-profit, non-profit, or public employer designed to develop new skills in a work environment and to provide an opportunity for the application of skills.
- **Invitation** - This document and any related attachments or amendments.
- **Low Income Level** – According to WIOA, the term “low income level” means \$7,000 with respect to income in 1969, and for any year later means that amount that bears the same relationship to \$7,000 as the Consumer Price Index for that year bears to the Consumer Price Index for 1969, rounded to the nearest \$1,000.
- **On-the-Job Training:** Training by an employer that is provided to a paid participant while engaged in productive work in a job that— (A) provides knowledge or skills essential to the full and adequate performance of the job; (B) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant; and (C) is limited in duration as appropriate to the occupation for which the participant is being trained.
- **Outcome:** Documented impact of a service or intervention on an individual. Outcomes are what the program efforts are designed to achieve. Proposed outcomes must be stated in terms of measurable indicators.

- **Pay-for-Performance Contract**—A contract that specifies a fixed amount to be paid to an eligible service provider based on the achievement of specified levels of performance for target populations within a defined timeframe.
- **Placement:** A placement occurs when a registered jobseeker who has exited from the program enters into regular, full-time, unsubsidized employment. Placement can occur through the efforts of the Contractor (direct placement) or through the jobseekers' own efforts (self-placement).
- **Proposal** - The document submitted according to the RFP instructions, plus any written clarifications submitted. A proposal does not include any informal verbal or written interaction with the County.
- **Proposer** – See Bidder
- **Reply** – See Proposal
- **Response** – See Proposal
- **Respondent** – See Bidder
- **Request for Proposal (RFP)** – This document and any related attachments or amendments.
- **Subcontract** – Any compensated services performed by an individual or entity other than the provider of services, e.g. consultants, contracts for professional services, etc.
- **Vendor** – Entities that may provide the services requested.
- **Work Experience** – This term includes both paid and unpaid opportunities to perform job duties onsite under the direction of an employer. Examples of work experience include: summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, and on the job training opportunities.
- **You or Your** – Refers to recipients of this RFP.

Appendix F: SAMPLE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTORS

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and {ENTER BUSINESS} with an address at {ENTER ADDRESS} (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}
To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and

not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

In accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including identifying and monitoring subrecipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
1. **For Convenience.** County may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **{ENTER CONTRACTOR}**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
{ENTER DEPARTMENT NAME}

CONTRACTOR:
{ENTER NAME OF CONTRACTOR}

By: _____
Department Head

SAMPLE

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and
(Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by
the County.

CONTRACTOR (Name)

By: _____

Date: _____

SAMPLE

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with Line Item Budget)

- A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Line Item Budget). Invoices must be submitted in County required format and contain sufficient detail to enable an audit of the changes along with adequate documentation. Each claiming period shall consist of one calendar month. Contractor Invoice estimates for June fiscal year end are due no later than June 12th. Actual final Contractor invoices for the month of June are due on or before July 31st.
- C. {ENTER PERIOD(i.e., monthly, quarterly, annually)}, Contractor shall submit to the County DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon Contractor's own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
- G. Budget Variances: Contractor shall obtain the expressed written consent from the County for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.
- H. Monitoring/Audit Exceptions and Disallowed Costs: Contractor will be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the County determines it will assume liability, Contractor will be liable for and will repay, to the County, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment will be from funds other than those received under this agreement.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

for contracts NOT requiring professional liability insurance

Two forms of Exhibit C are provided, one of which will cover many of the kinds of contracts you're likely to prepare. In consultation with the Risk Management office (x2640), select the one that best fits your circumstance and delete the other. If neither is correct, delete both; Risk Management will supply you with a suitable alternative form.

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

SAMPLE

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all

subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that the other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration, or reduction in coverage. If the policy providing professional liability coverage is an on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder. In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.