

CONTRACT SUMMARY FORM:

CONTRACT NUMBER:

- D1. Fiscal Year : FY 2008-2009
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): This is a Countywide contract for use by all depts.
- D3. Requisition Number
- D4. Department Name..... : CEO/Human Resources
- D5. Contact Person..... : Don Nguyen
- D6. Phone : x2823

- K1. Contract Type (check one): [X] Personal Service [] Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Temporary Employment Services for North County
- K3. Original Contract Amount : \$
- K4. Contract Begin Date : 7/15/2008
- K5. Original Contract End Date..... : 6/30/2009
- K6. Amendment History (leave blank if no prior amendments):

<u>Seq</u>	<u>#EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>Date</u>	<u>Purpose (2-4 words)</u>
			\$		\$			\$	

- K7. Department Project Number..... :

- B1. Is this a Board Contract? (Yes/No) : Yes
- B2. Number of Workers Displaced (if any)
- B3. Number of Competitive Bids (if any)..... : 9
- B4. Lowest Bid Amount (if bid) : 27% Markup
- B5. If Board waived bids, show Agenda Date..... :
- B6. ... and Agenda Item Number..... : #
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Minor Changes to Terms 5, 6, 7 and Exhibit B to reflect specific requirement of temporary employment services. Changes reviewed and approved by County Counsel

- F1. Encumbrance Transaction Code : 1701
- F2. Current Year Encumbrance Amount..... : \$
- F3. Fund Number
- F4. Department Number : Departments using Temporary Services will use their individual accounting information.

- F5. Division Number (if applicable)
- F6. Account Number..... :
- F7. Cost Center number (if applicable)..... :
- F8. Payment Terms : Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing)..... : A:513324 P:19740
- V2. Payee/Contractor Name..... : Select Staffing
- V3. Mailing Address..... : 2011 S. Broadway St., Ste N
- V4. City State (two-letter) Zip (include +4 if known) : Santa Maria, CA 93454
- V5. Telephone Number : 805-928-9667
- V6. Contractor's Federal Tax ID Number (EIN or SSN) : 93-0994537
- V7. Contact Person..... : MaryLu Bell
- V8. Workers Comp Insurance Expiration Date : 9/30/2008
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : G: 6/1/2009
- V10. Professional License Number..... : #
- V11. Verified by (name of County staff)..... : Don Nguyen

V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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 Select Staffing having its principal place of business at 2011 S. Broadway St., Suite N, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Don Nguyen at phone number 805-568-2823 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. MaryLu Bell at phone number 805-928-9667 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Santa Barbara County Human Resources, 1226 Anacapa Street, Santa Barbara, CA 93101

To CONTRACTOR: Select Staffing, 2011 S. Broadway St., Suite N, Santa Maria, CA 93454

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference for the northern region.

4. **TERM.** CONTRACTOR shall commence performance on July 15th, 2008 and end performance upon completion, but no later than June 30th, 2009 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR and its employees and personnel assigned to provide temporary help shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR agrees that all of its employees and personnel assigned to provide temporary help under this Agreement are employees of CONTRACTOR and are not and shall not be considered employees of COUNTY for any purposes and acknowledges that any service provided shall not entitle any such employees or personnel providing services under this Agreement to COUNTY employment. Contractor understands and acknowledges that it and its employees and personnel providing services under this Agreement 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.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it and its employees and personnel assigned to provide services under this agreement have the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR and its employees and personnel assigned to provide services under this Agreement 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 and its employees and personnel are engaged. All products of whatsoever nature, which CONTRACTOR and its employees and personnel deliver 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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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 numbered sections shall prevail over those in the Exhibits.

//
//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Select Staffing.

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

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

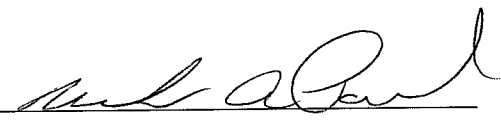
By: _____
Deputy

By: _____
SocSec or TaxID Number: 93-0994537

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR


By: 
Risk Program Administrator

EXHIBIT A



Purchasing Division
General Services Department

Invitation For Quote (Bid)

John H. McMillin, Purchasing Manager
805/568-2690 - Fax: 568-2705

Bid Data

BID NUMBER: 806015
COMMODITY CODE: INTERNAL: 806-00 NIGP: 961-30
COMMODITY TITLE: **TEMPORARY EMPLOYMENT**
BUYER: John McMillin
BUYER PHONE: 805/568x2693 FAX: 805/568-2705
E-MAIL: mcmillin@co.santa-barbara.ca.us
ISSUE DATE: July 2, 2008

Bid Opening

DAY / DATE: Friday, June 6, 2008
TIME: 2:00pm
LOCATION / MAIL ADDRESS: Purchasing Division
105 East Anapamu St, Rm 304
Santa Barbara, CA 93101

DIRECTIONS: Park in Lot 6 on Anacapa Street, directly across from the County Administration Building. Take elevator to 3rd Floor. Take hallway to the right to the end of the hall to Purchasing, Room 304.

Bid Contents

- 1.0 Introduction
- 2.0 Primary Specifications describing what is needed
- 3.0 Ancillary Requirements related to this Bid
- 4.0 Terms & Conditions that are general in scope
- 5.0 Instructions for submitting a Reply
- 6.0 Forms to be completed

Sealed written Replies to this Invitation must be received by Purchasing no later than the date, time and location indicated above for the Bid Opening. Submittal by fax is not acceptable.

Note: This Invitation does not constitute an order for the goods or services specified.

To enhance your odds for positive delivery and proper handling of your Reply, we ask that you duplicate the following label and affix it to the outside of your submittal envelope.

Bid #806015 – Due on June 6, 2008
John McMillin
County Purchasing Division
105 East Anapamu St, Rm. 304
Santa Barbara, CA 93101

See Section 5 for additional instructions regarding Reply submittal. It is **your** complete responsibility to meet the submittal requirements. We recommend you verify the label data with the title page; the latter prevails.

1. INTRODUCTION

- 1.1. **INVITATION** - Thank you for your interest in this bid process. The County of Santa Barbara, through its Purchasing Division, invites Replies which offer to provide the goods and/or services identified on the title page and described in greater detail in Sections 2 through 3.
- 1.2. **DEFINITIONS** - We will speak with you relatively informally throughout the Invitation in order to help the process be a little more human and friendly. Obviously, we need to include a certain amount of legal language in here, but we'll try to keep it as painless and common sense as possible. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted in our favor. We may for instance avoid the term "shall" wherever possible, just to avoid heavy-handed legalese. Nevertheless, you need to know that you will be held accountable for whatever in here applies to you.
- 1.2.1. **We / Us / Our** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:
Purchasing - the Purchasing Division of the General Services Department, including its Purchasing Manager (also known as Purchasing Agent) and staff of professional Buyers.
Department/s - The County department/s for which this bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - the County employee assigned as your primary contact for interaction regarding Contract performance.
- 1.2.2. **You / Your** - These terms refer to all recipients of this Invitation. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Vendor or Bidder may have. We'll be specific whenever it seems warranted.
Vendors - All business entities which may provide the subject goods and/or services.
Bidder - Any business entity submitting a Reply to this Invitation. Vendors which may be invited to respond or which express interest in this Invitation, but which do not submit a Reply, have no obligations with respect to the Bid requirements.
Supplier - The Bidder whose Reply to this Invitation is found by Purchasing to suit the best interests of the County. Supplier will be selected for award, and will enter into an agreement for provision of the goods and/or services described in the Invitation.
- 1.2.3. **Bid** - refers to the entire process we're embarking on here. It includes the Invitation, the Reply, and any other related activities and documentation until the award is consummated.
- 1.2.4. **Invitation** - includes this document, and any related attachments or amendments. An Invitation may be used to solicit various kinds of information. The kind of information this Invitation seeks is indicated by the title appearing at the top of the first page. An "Invitation For Quote" is used when we have a pretty well-defined need to fulfill. An "Invitation For Proposal" is used when multiple alternative ways of meeting the need may be considered.
- 1.2.5. **Reply** - is the document submitted according to the Invitation instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or of responses to our written request for clarification.
- 1.2.6. **Business clock hour** - A clock hour during any business day, excluding weekends. For example, a 48 hour period commencing at 10AM Wednesday, would end at 10AM the following Friday. A 48 hour period beginning at 10AM Friday, however, would not end until 10AM the following Tuesday.
- 1.3. **INVITATION CLARIFICATION** - Questions regarding this Invitation should be directed in writing, preferably by fax, to the Buyer specified on the title page, as soon as possible after you receive the Invitation. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Invitation or its amendments are binding, but any oral communications between you and us are not.
- 1.3.1. **Bidder Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Invitation. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the Invitation unless you have raised objection as instructed in Section 5. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. *If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration or cancellation of contract.*
- 1.3.2. **Invitation Amendment** - If it becomes evident that this Invitation must be amended, we will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder whose offer is the most advantageous to the County from the

standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County and, as such, will not be determined by price alone. Price does matter, of course; we will be seeking the least costly outcome that meets our needs as specified.

- 1.4.1. **Group Award** - The Bid will be awarded on a group basis. You must bid on all items in a group in order to be considered for award of that group.
- 1.4.2. **Split Award** - The bid award may be split between South and North Santa Barbara County at the discretion of the Purchasing Manager. South County consists of the cities and communities of Carpinteria, Summerland, Montecito, Santa Barbara, Goleta, Isla Vista, northwest to Gaviota (including the Tajiguas Landfill and North to Lake Cachuma Recreation Area), and all areas in between. North County consists of the cities and communities of Solvang, Santa Ynez, Buellton, Vandenberg Village, Lompoc, Los Alamos, Orcutt, Casmalia, Santa Maria, Guadalupe, New Cuyama, Cuyama, Ventucopa, and all areas in between.
- 1.5. **CONTRACT EXECUTION** - This Invitation and the Supplier's Reply (pertinent sections) will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim. Additional Contract terms may be negotiated between Supplier and County.
- 1.5.1. **Precedence** - 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) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Supplier's Reply (as it may be clarified);
 - 3) the provisions of the Invitation (as it may be supplemented).
- 1.6. **ESTIMATED EXPENDITURES** - In the past three fiscal years (July through June), expenditures for temporary help for the entire County (South and North) are as follows:

2005/2006	(actual)	\$344,000 (South County)	\$188,000 (North County)
2006/2007	(actual)	\$443,000 (South County)	\$181,039 (North County)
2007/2008	(YTD)	\$223,000 (South County)	\$ 177,166 (North County)

These figures are provided only as information. It is neither expressly implied nor guaranteed that the expenditure amounts shown will be achieved in the next contract period. Actual expenditures, whether lesser or greater than the amounts shown, shall not affect the prices as bid and accepted by us.

- 1.7. **CONTRACT PERIOD** - Any Contract resulting from this Bid shall be for fiscal year, ending June 30, 2009. The contract may be extended for two (2) consecutive one (1) year periods at the same terms and conditions in writing by mutual consent. Contract extension after each one (1) year period shall be contingent upon price, product and service.

2. PRIMARY SPECIFICATIONS

- 2.1. The County of Santa Barbara Purchasing Manager, on the behalf of the County Human Resources Department, invites bids for **TEMPORARY EMPLOYMENT** as per the following specifications. The Chairperson of the Board of Supervisors shall execute the contract resulting from this bid.
- 2.2. **YOUR RESPONSIBILITIES** - You are to provide personnel as needed, at the time and place designated by us for the periods of time we designate. It is your responsibility to administer the employment of the personnel, including recruiting, selecting, arranging schedules, withholding proper taxes, paying wages, making employer contributions for FICA and federal and state unemployment taxes, performing background investigations and reviewing and assuring the maintenance of necessary licenses, health certificates, memberships and other qualifications necessary for the services to be provided.
- 2.3. **TITLE CLASSIFICATIONS** - The following classifications are included for descriptive purposes only and, as such, are not restrictive as to qualifications of those personnel to be provided by the supplier. These are offered only as an aid to the bidders to identify those minimum qualifications preferred by us to accomplish the work required. Rates for other classifications may be negotiated.
 - Group A**
 - 2.3.1. **Receptionist** - Greets and directs visitors. Operates a small telephone system and performs very light clerical duties. May include typing labels or filing. Accurate message taking, good communication and human relations skills required.
 - 2.3.2. **General Clerk** - Performs a variety of basic clerical duties that do not require special knowledge of systems and procedures. Among these are photocopying, stuffing and addressing envelopes, filing, sorting and distribution of mail, counting, recording and labeling inventory and messenger duties.

- 2.3.3. **Account Clerk** - Must be proficient on calculator, and have basic computer knowledge. Responsible for routine accounting duties in a large accounting department. May include checking, verifying and posting to accounts payable or receivable ledgers or journals. Performs calculations such as addition, subtraction, multiplication, division and percentages. May also process invoices for payment or apply cash to open items.
- 2.3.4. **Data Entry Operator** - Experience entering data through a terminal (CRT). Dependent on the type of computer system and the types of applications used.
- 2.3.5. **Word Processor** - Types 55+ wpm. Duties include setting up and typing final drafts or manuscripts, business letters, briefs, proposals and manuals. Some desktop publishing may be required along with simple calculations, record keeping and filing.
- 2.3.6. **Senior Clerk** - Performs secretarial and clerical duties in a large office or department with one or more supervisors. May be responsible for full range of typing, telephone and general clerical duties, such as: setting up and typing business letters, memos, summaries, reports, and scheduling appointments, meetings and travel for one or more people. Excellent spelling, grammar & punctuation knowledge required. A thorough knowledge of the word processing system specified upon request will be required. May also include some light accounting. Shorthand and machine transcribing not included.
- 2.3.7. **General Laborer** - Performs work such as digging ditches, landscaping or yard work, cleaning up at roadside, moving furniture or any other type of work that requires manual labor.
- 2.3.8. **Account Technician** - Must have the skills of a full-charge bookkeeper, through trial balance. Performs all basic Accounting calculations such as percentages, discounts, and amortization. Proficient on 10-key calculator and spreadsheet applications.
- 2.3.9. **Senior Accountant** - Must hold CPA certification. Prepares complex financial statements, audits, cost analysis, and other complicated accounting procedures. Must have knowledge of Generally Accepted Accounting Principles and have the ability and experience to apply them in practice.
- 2.3.10. **Junior Accountant** - Must possess a 4-year degree in Accounting or a business related field. Assists in the preparation of complex financial statements, audits, cost analysis and other complicated accounting procedures. Must have at least one year's experience in addition to degree.

2.4. HOURS OF WORK

- 2.4.1. **Straight-Time** - Straight-time hours of work include Mondays through Fridays from 8:00 a.m. to 5:00 p.m. for all positions. Some positions may be required to work varied hours (weekends, after hours, etc.).
- 2.4.2. **Over-Time** - Time and one-half the regular hourly rate will be paid for hours in excess of the initial eight hours within a consecutive twenty-four period. The temporary employment agencies who are signatories to this contract are the employers of record. Overtime regulations relating to private sector employees will apply to temporary employees under this contract.
- 2.4.3. **Duty-Time** - We will pay the Bid Rate per hour for only the specified hours personnel are on the job.

2.5. LENGTH OF EMPLOYMENT

- 2.5.1. **Specified Term** - Departments will notify you of the approximate number of hours a temporary will be needed. In the event a temporary is requested initially to work a full day and is released before four hours, due to circumstances other than quality of work performance, the department shall be billed for four hours.
- 2.5.2. **Legal Maximum** - You are advised that "temporary services" are limited under Cal. Government Code 31000.4 which presently limits temporary employment to a period NOT TO EXCEED **90 CALENDAR DAYS** for any single position, at any single department. We and you will comply with any future amendments to Government Code 31000.4. **You will notify the both the department where the employee is working and the County Human Resources Department, in writing, ten (10) days prior to exceeding this limit. Any violation of this Code will be your responsibility.**

- 2.6. **REJECTION OF WORKER(S)** - WE may reject any personnel offered from time to time upon notice to you. **IN THE EVENT A TEMPORARY WORKER FAILS TO MEET THE QUALITY OF WORK PERFORMANCE REQUIRED, THE WORKER WILL BE DISMISSED. YOU WILL BE NOTIFIED WITHIN FOUR HOURS AND NO CHARGES MAY BE ASSESSED FOR THE LAST FOUR HOURS REPORTED FOR/BY THAT WORKER.**

3. **ANCILLARY REQUIREMENTS**

- 3.1. **USAGE** - Usage of service will be interspersed and periodic during the contract period.
- 3.2. **RESTRICTIONS** - We are under no obligation to request, utilize or employ any certain extent or number of services, nor are we restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other temporary help suppliers.

- 3.3. **COUNTY HIRING PROCESS** - Due to the fact that the County has a civil service system we are unable to hire temporary employees directly to regular positions. A temporary employee who wishes to be considered for a regular county position must apply with the County and go through the competitive recruitment process for that position. Given the competitive nature and length of this recruitment process the county will not be responsible for any fees or penalties associated with the appointment of a temporary employee to a regular county position. The foregoing does not apply to our extra-help appointments. The County agrees that temporary employees will not be offered extra-help positions until the temporary employee has met the hour requirements of your company.
- 3.4. **PRICING – IT IS TO BE UNDERSTOOD THAT THE POSITION DESCRIPTIONS IN SECTION 2 ARE TO BE CONSTRUED BROADLY WHEN DEPARTMENTS ASK FOR PARTICULAR SKILLS. FOR EXAMPLE, ASKING FOR A WORD PROCESSOR TO HAVE EXPERIENCE IN POWERPOINT SHOULD NOT INCUR ANY ADDITIONAL COST FOR THE DEPARTMENTS. HOWEVER, IT IS ANTICIPATED THAT FROM TIME TO TIME THE DEPARTMENTS MAY REQUIRE A PERSON WITH A SKILL SET THAT IS SO FAR OUTSIDE ANY OF THE DESCRIPTIONS IN SECTION 2 THAT IT WOULD BE UNREASONABLE FOR US TO EXPECT YOU TO FILL THE POSITION AT NO EXTRA CHARGE. THEREFORE, YOU WILL GIVE US A FIXED MARK-UP PERCENTAGE (THE DIFFERENCE BETWEEN WHAT WE PAY YOU AND WHAT YOU PAY YOUR EMPLOYEE) THAT YOU WILL APPLY TO SUCH A REQUEST. THE SIZE OF THE MARK-UP WILL BE ONE OF THE CONSIDERATIONS WHEN EVALUTING RESPONSES.**
- 3.5. **ADJUSTMENT CLAUSE** - Prices bid are to be the maximum charged for the period of the contract, including any periods in which the contract is extended. However, you may increase the rates set forth herein in proportion to any statutory increases which may be required by federal, state or local law commencing upon the effective date of such increase, including any increase which may be necessary due to the passage of any federal or state law mandating benefits for temporary employees. These charges include, but are not restricted to, Workers' Compensation Insurance, FICA, SUI and FUI increases. Such increases will be limited to the amounts or percentages common to the industry in the Santa Barbara County area, and will not be allowed to the extent your experience rating exceeds the industry average for the Santa Barbara County area. You will not increase the quoted prices during the term of the Contract. No increase of any kind will be allowed without the advance written consent of the County Human Resources Department, upon written request and rationale by you.
- 3.6. **VOLUME DISCOUNT** - In order to determine the degree to which a split award may affect our ability to secure the best possible rates on behalf of the taxpayers, you are asked to indicate a percentage (see paragraph 6. Reply Form Q-11 Bidder Questionnaire) by which hourly rates (through contract term and any extensions) will be discounted after an aggregate total of \$50,000.00 has been paid under this contract between any contract anniversary. In other words, the County expects that a "volume discount" would apply if usage is substantial enough to warrant it.
- 3.7. **INVOICE** - You will invoice each department, **separately**, on a monthly basis. Invoices in duplicate are to be mailed directly to the departments, include this contract number and the using department's three-digit department number. Upon bid award, you will be given a listing of our department numbers and billing addresses.
- 3.8. **ORDERS** – Each primary supplier will fill all orders within 48 business clock hours from the time of the initial request from the County department.
- 3.9. **USAGE REPORTS** - You must provide usage reports, in a format acceptable to Human Resources, which compile all transactions with us under this contract. Usage reports must be submitted to the County Human Resources Department on a monthly basis or as requested by the Human Resources Department. A sample usage report must be included with your Reply.
- 3.9.1. **Report Format** - You must supply a report presenting all data relevent to this contract. This will include, but not necessarily be limited to, services provided under this contract including, for each placement, our title classification, name of employee, number of hours, hourly rate charged, department's three digit Department number and geographic location (South/North).
- 3.9.2. **Report Presentation** - Usage reports must be made available electronically on virus-free diskette as a spreadsheet in Microsoft Excel 2000 format, or other mutually agreeable format. Initial sort order shall be numerically, by title classification, as listed in paragraph 6. Reply Forms (see 6.3 Bid Rates), unless otherwise directed by Human Resources. An initial report containing actual usage to date must be presented to Human Resources no later than 60 days from contract commencement. An interim report (for the period from commencement of contract through 120 days prior to contract termination or June 30th, whichever occurs first) must be presented to Human Resources no later than 90 days prior to contract termination or April 1st, whichever occurs first.
- 3.9.3. **Report Incentives** - Failure to satisfactorily comply with this section will constitute grounds for non-consideration of Reply, cancellation of contract, and/or disqualification from future bids. Payment may be suspended until the required reports are presented according to their respective timetables.

4. **TERMS & CONDITIONS**

- 4.1. **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** - (See attachment for sample standard text that will be incorporated in the final contract).
- 4.2. **FIDELITY BONDING AND COMPREHENSIVE LIABILITY INSURANCE** - You shall obtain and maintain, at all times during which contract services are rendered, fidelity bonding and policies of comprehensive liability insurance with endorsement naming the County as additional insured from claims or liability arising from contract temporary employment, with limits of no less than \$1,000,000.00 for liability and \$100,000.00 for fidelity assurance. The insurance requirements contained in this paragraph supersede the public liability and property damage insurance requirements in the attached Agreement for Services of Independent Contractor (Exhibit C).
- 4.3. **WORKERS' COMPENSATION RATES** - You shall comply with rates based on applicable codes according to the California Labor Code.
- 4.4. **PRODUCTS CREATED** - Any product created by means of services provided pursuant to this Agreement is and shall remain the property of the County of Santa Barbara.
- 4.5. **EMPLOYMENT STANDARDS** - The provision of personnel services shall be in conformity with the standards specified in this invitation and in any documentation submitted with your Reply.
- 4.6. **MEANINGFUL CONSEQUENCES** - In lieu of our terminating the contract as may be provided elsewhere in the Invitation, we may at our sole discretion invite you to negotiate with us to establish alternative or additional consequences, beyond any specified herein, for failure to fulfill any requirement of this Bid. By submitting a Reply, you agree to engage in such negotiations, if invited, in good faith. Any agreed consequences must be significant enough to 1) incent your future compliance and 2) mitigate satisfactorily for us for any loss or inconvenience occasioned by your failure. The consequences would be reasonable, fitting to the breach, and mutually established prior to being invoked.
- 4.7. **"NO SURPRISES"** - You will implement no changes to prices, or interpretations of contract terms, without the express, advance concurrence and consent of the Purchasing Manager.

5. **REPLY PRESENTATION & REVIEW**

- 5.1. **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit your Reply in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.
- 5.1.1. **Reply Assembly** - Assemble your Reply in the following order, with sections marked by Item letter (*Item A, Item B, ...*) and title, as appropriate. In order to conserve paper, please include multiple Items on a page wherever practical. Items marked with asterisk (*) are optional and may not exceed one page (appx 600 words) in length. Succinctness will be favored throughout.

Cover Letter *

A standard business letter may be included as an option.

Item A. Summary of Distinguishing Features *

Highlight the main features that distinguish your company from your competitors in this industry. Please include a description of the standard background check (if any) that you perform on your candidates prior to placement.

Item B. Company Profile *

Brief history of your company. Please include a list of any offices you have within Santa Barbara County. If different office locations are bidding separately please indicate.

Item C. Deviations

State on a point-by-point basis any proposed deviations from full compliance with the requirements described throughout the Invitation. You must cite the paragraph numbers from the Invitation, or describe the specific location of a requirement specified in any attachment, for each deviation proposed. Deviations *may* be considered, provided that you submit adequate explanation and justification for any proposed. If none, **so state** under a heading for this section. (See Paragraph 1.3.1 for important information on this.)

Item U. Usage Reports

Include a one-page sample of a usage report that you would propose to present according to the requirements of paragraph 3.9.1. *Failure to do so will be grounds for disqualifying a Reply.*

Item Z. Bidder Feedback (Optional)

We aim to continuously improve our bid documents and procedures. We welcome your input about your experience of replying to this Invitation, whether as a compliment or as a suggestion for future bids. Please offer any comments in a separate sealed envelope marked *Item Z. Bidder Feedback*, which will remain unopened until after award; we do not wish to be perceived as influenced in the award decision, pro or con, based on this information. (If you note a

material flaw in the Invitation that could affect the outcome, it should be reported as specified in paragraph 1.3.)

- 5.1.2. **Forms & Schedules** - All forms and schedules must be completed on [or in the identical format of] the forms included with this Invitation and according to the instructions provided.
- 5.1.3. **Pre-Submittal Corrections** - Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.
- 5.2. **SUBMITTAL OF REPLIES** - Unfortunately, some Bidders in the past have done everything correctly up until this last stage. Replies have been turned in minutes late, or to the wrong office - and all the investment in preparing the Reply has gone down the drain. Don't let that happen to you.
- 5.2.1. **Submittal Package** - Submit, to the location specified on the title page, two (2) complete copies of your Reply in a sealed envelope, clearly marked on the outside with the proposal number and due date.
- 5.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Reply a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 5.2.3. **Submittal Deadline** - We must receive your Reply as directed no later than the date and time shown on the title page. Any Reply received after that deadline *will not* be considered *unless* you obtain the express consent of all other competing and timely replying Bidders. Absent that unlikely scenario, you will find us merciless in this. Traffic, parking, courier service or other problems (including erroneous delivery to any other County office) are not excusable. We recommend you set for yourself an earlier deadline.
- 5.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Replies will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Reply. The Replies will then be sealed and not again available for public inspection until the award is announced.
- 5.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor database to whom the Bid was sent elects not to submit a Reply and fails to reply in writing stating reasons for not bidding, that Vendor's name may be removed from our database following three such instances. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 5.4. **REPLY CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Replies.
- 5.4.1. **Rejection or Correction of Replies** - We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Invitation conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Bidder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Bidders.
- 5.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Replies received which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Supplier selected appears to offer the best overall solution for our current and anticipated needs.
- 5.5.1. **Investigation** - Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. *Discovery of any material misstatement of fact may lead to disqualification of a Bidder or to cancellation of any resulting Contract.*
- 5.5.2. **Method of Evaluation** - We will evaluate submitted Replies in relation to all aspects of this Invitation, and using the input of all references consulted regarding your capacity to fulfill its terms.
- 5.5.3. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 5.5.4. **Endurance of Pricing** - Your pricing must be held until award, and may only be changed after award, if at all, according to terms specified elsewhere in this Bid.
- 5.6. **AWARD CRITERIA** - The evaluation will be in accord with, but not limited to, the results of our inquiries regarding the following criteria:
- 1) Your experience in the subject industry;
 - 2) Your expertise in the subject industry;
 - 3) Our perception of your understanding of our stated needs and specifications, as evidenced by your Reply, and possibly by interviews with your personnel; and
 - 4) evaluation of cost in relationship to the foregoing criteria.

6. **REPLY FORMS**

The forms listed below are numbered, named and attached in order as shown. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

6.1. **BIDDER QUESTIONNAIRE -**

Q-7- How many years has your firm been in continuous operation?

Q-9- We have no way to predict whether other public agencies would have need for your services, or what volume they may have. However, so that we may assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars by aggregating volume, if you will agree to extend the prices and terms of the resulting Contract to other local-government agencies, answer Y; otherwise answer N.

Q-10 - Show percentage of mark-up to be used for Title Classifications not included (see paragraph 3.4).

Q-11 – Show the amount, if any, that you charge for your employees who are fluent in both English and Spanish.

Q-12 - Show "Volume Discount" (see paragraph 3.6.) as a percentage to be deducted from hourly rates through remainder of contract term (plus any extensions) to all hourly rates charged after aggregate total of billings under this contract exceed \$50,000.00 at any time between contract anniversaries.

Q-13 – Minimum number of hours a temporary employee must work before a County department could hire them as Extra-Help without paying a fee or penalty (see paragraph 3.3

Q-14 – Selection of geographical locations which you will provide services (see paragraph 1.4.2).

Q-15 – Show the Companies Affording Coverage of your General Liability and Workers Compensation.

Q-16 – In some cases our departments may request that a criminal background check be performed on a candidate prior to placement. Please indicate the additional cost (if any) per check.

Q-17 – As stated in section 2.5.2 the County use of temporary workers is limited to no more than 90 calendar days. If your minimum hour requirement is greater than what would typically be worked within the 90 calendar day period, would you be willing to reduce your minimum hour requirement to match?

Q-18 – In some limited cases the ability to drive is important to our departments. Are your employees allowed to drive as part of their assignments and, if so, do you maintain auto liability insurance for your employees?

6.2. **REFERENCES** - List at least three current accounts with similar programs and dollar volume, preferably in Southern California.

6.3. **BID RATES** - Complete this table for all classifications. Enter the hourly rate you will charge us in the column titled "B.Hrly Rate". Complete the extension column by multiplying our estimated annual hours (A. Est. Hrs) times your hourly rates (B. Hrly Rate) then add the results and enter an extension total. Enter the hourly rate you will pay the Temporary Employee (Temp's Rate) and note Title description differences, if any, in the remaining column.

Estimated Hours - The usage hours for each Job Title (see Reply Forms 6.3 Bid Rates) are estimated requirements for one year. It is not expressly implied nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and they will be used as one of the bases for making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by us.

6.4. **BILINGUAL STAFFING** – It is important to many of our departments to be able to request qualified Bilingual (English/Spanish) temporary employees. Use the space provided to describe how your agency's recruiting efforts would succeed at providing the bilingual staff required by our departments. If you need additional space you may attach a single additional sheet.

6.1 Bidder Questionnaire

Q-1.	Company Name	
Q-2.	Address	
Q-3.	City/Zip	
Q-4.	Toll-free Phone	
Q-5.	Toll-free Fax	
Q-6.	Federal Tax ID #	
Q-7.	# years in industry	
Q-8.	Cash Discount? (% or "None")	
Q-9.	Other Agencies (Y/N)	
Q-10.	Percent of Mark-up	
Q-11.	Bilingual Fee (English/Spanish)	
Q-12.	Volume Discount	
Q-13.	Minimum Required Hours (For Extra-Help hires see Section 3.3)	
Q-14.	Geographic Location (check one)	ENTIRE COUNTY _____ SOUTH COUNTY _____ NORTH COUNTY _____
Q-15.	Companies Affording Coverage name	General Liability _____ Workers Compensation _____
Q-16.	Fees for Criminal Background Checks	
Q-17.	Match minimum hours to 90 day limit (Y/N)	
Q-18.	Driving constraints and insurance.	

6.2 References

R-1.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Annual Dollar Volume	

Comments:

R-2.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Annual Dollar Volume	

Comments:

R-3.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Annual Dollar Volume	

Comments:

R-4.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Annual Dollar volume	

Comments:

6.3 BID RATES

	Title Classification	A. Est Hrs	B. Hrly Rate	Extension (A*B)	Temp's Rate	Your Equivalent Title, if different
1.	Receptionist	9100	\$	\$	\$	
2.	General Clerk	6400	\$	\$	\$	
3.	General Laborer	900	\$	\$	\$	
4.	Account Clerk	2700	\$	\$	\$	
5.	Market Researcher	900	\$	\$	\$	
6.	Data Entry Operator	4000	\$	\$	\$	
7.	Senior Word Processor	3000	\$	\$	\$	
8.	Word Processing Secretary	7500	\$	\$	\$	
9	Account Technician	2000	\$	\$	\$	
10	Junior Accountant	1000	\$	\$	\$	
11	Senior Accountant	500	\$	\$	\$	
			Extension Total	\$		

6.4 BILINGUAL STAFFING

Many of our departments require qualified bilingual (English/Spanish) temporary employees. Describe your agency's process for recruiting bilingual employees.

How do you assess their level of skill in English and Spanish?

On average, what percentage of your available candidate pool is bilingual (English/Spanish)

EXHIBIT C

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts NOT requiring professional liability insurance****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.

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.



Proposal for
County of Santa Barbara

Bid for
Temporary Employment
IFQ # 806015

June 5, 2008

EXHIBIT AA

June 5, 2008



Mr. John McMillin
County Purchasing Division
105 East Anapamu Street, Room No. 304
Santa Barbara, CA 93101

Dear Mr. McMillin,

Select Staffing is pleased to submit its proposal for Temporary Employment services. As previously discussed, we're submitting one proposal for both North and South County on behalf of the Santa Maria and the Santa Barbara Select Staffing Branches. All information submitted pertains to both branches; the only difference is in item 6.3 (Bid Rates) where although both have the same mark up, each lists a different pay and bill rate to reflect the pay scale difference between Santa Maria and Santa Barbara.

Select Staffing is willing to accept the award to either portion of the county that might win without getting the combined business.

Select was founded and is still headquartered in Santa Barbara. With twenty-three (23) years of experience providing similar service to many agencies and departments of cities and counties throughout California, we are sensitive and responsive to the particular requirements of the County and are confident we will meet your expectations.

The service team designated for the County of Santa Barbara has demonstrated the ability to identify, recruit, and supply qualified personnel against the most discerning criteria.

Select's contacts during the bid evaluation process are:

North County

MaryLu Bell
Select Staffing
2011 S. Broadway St., Suite N
Santa Maria, CA 93454
MaryLu.Bell@selectstaffing.com
805-928-9667

South County

Cynthia Garcia
Select Staffing
1919 State St., Suite 101
Santa Barbara, CA 93101
Cynthia.Garcia@selectstaffing.com
805-687-1200

We appreciate the opportunity to be recognized as one of your partners in serving our community and look forward to reviewing our bid with you at your convenience.

Sincerely,

MaryLu Bell
Branch Manager, Santa Maria
Select Staffing

Cynthia Garcia
Branch Manager, Santa Barbara
Select Staffing

Item A. Summary of Distinguishing Features

Santa Barbara Recruitment Network

Select's most effective recruiting tool is our associate referral program – over 80% of our applicants come from referrals. With our nationwide headquarters in Santa Barbara for 23 years, we have established a local recruiting network, including Web Job Boards (Monster and CareerBuilder), Computer Learning Centers, Community Organizations, Outplacement Offices, Trade Schools, Colleges and Universities, Job Fairs, and GAIN facilities.

Candidate Evaluation and Background Checks

Our applicant screening process ensures that we will make the right match:

- Insight Integrity Testing – Each employee undergoes our Insight testing to keep your workplace safe and productive by screening out candidates who are prone to violence, substance abuse, theft, or Workers' Comp fraud.
- Comprehensive Application – Our application is our top screening tool. We carefully probe such "red flags" as date discrepancies, blank answers, or gaps in employment.
- SkillCheck Assessments – Over 600 available assessments include software proficiency, verbal & written communication, and keyboard & computer skills.
- Behavioral Interview – We interview each applicant to validate past history, gauge work habits, and assess characteristics crucial to on-the-job performance.
- Reference Checks & Verification – Select verifies a minimum of two prior employment references and eligibility to work in the United States.
- Drug Screens/Background Checks – If requested, we administer a saliva-based drug test. We can also provide urine drug tests and criminal, credit, DMV, and education checks.

Associate Benefits

Select Staffing offers such support services as flexible hours, exceptional pay rates and career coaching for its working associates. **Temporary Associate Benefits Include:**

- Paid Holidays (6 paid holidays after 1200hrs worked)
- Longevity Bonuses (After 1800 completed hrs, 40hrs paid)
- Health Insurance
- Dependent Care Assistance Account
- Referral Bonuses
- Safety Incentives

Select's Fortress Strategy

Whereas other national staffing agencies may have thousands of small outpost locations, Select focuses on having fewer fortress branches that are larger in size and usually have 10-15 or more staff employees. These larger branches create three distinct competitive advantages:

1. Improved Recruiting Capacity – Select's branches have more quality employers and job orders, both of which increase recruiting traffic. Word of mouth and "hiring buzz" in a market enables us to fill positions faster with more qualified candidates.
2. More Tenured Professionals – Our branches have longevity of over 8 years on average for branch managers, and over 4 years for recruiters. Why? Because bigger billing branches generate bigger compensation for inside staff, resulting in increased longevity.
3. Scale Enables Higher Service Levels and Competitive Costs – High volume recruiting, combined with our investment in technology to enhance selection capabilities, enables us to achieve economies of scale. We can provide a greater level of service at a lower cost.

No Size Fits All

It is not only the basic services that set Select apart from our competitors, but also the way in which we customize those services to suit specific needs. From billing and invoicing to timekeeping and reporting, we work with our technology vendors and internal experts to make every product highly customizable. In addition, our colleagues are dedicated to providing extra-mile service and expect to be held accountable for the results they deliver. Our accountability tracking is second to none in the staffing industry – we generate weekly reports to monitor how efficiently we're servicing your needs, from delivering quality people to billing accuracy. Our Quality Management Program ensures that we are focused on near-perfect service delivery as well as communicating effectively with the County so we stay aligned with your requirements.

Item B. Company Profile

Since 1985, Select Staffing has been a fixture in Santa Barbara. The founding family's roots extend back for some 40 years, and the quality of life has kept our current executive team from relocating regardless of the economic pressures that have caused such other large firms as Tenet Healthcare, Fidelity National Financial, and Hendry Telephone to leave the area.

Select Staffing has always maintained a high-growth philosophy, as evidenced by our enormous year-over-year growth every year since our inception. With annual revenue of \$1.275 billion and over 300 offices from coast-to-coast, Select currently has 240,000 employees on assignment at over 16,000 employers and is the market share leader in California. We grow organically and through acquisitions, but despite our reach across 40 states, we remain committed to our hometown of Santa Barbara.

Select offers premier workforce management services, including recruiting and screening professional job candidates, payroll and time/attendance management, on-site supervision, risk reduction programs, and proven quality control processes, to a wide variety of employers, including clerical, administrative, call centers, logistics, accounting, finance, information technology, professional services, industrial, and manufacturing.

At Select, understanding people helps us recruit the right people. Understanding our clients enables us to find smart solutions for them and inspires us to deliver extra-mile service. That's why we are proud to say that we "get" people. In addition to understanding our clients and temporary associates, the Select Family of Staffing Companies is also responsible for serving our colleagues and our communities across the country. We take this responsibility seriously and encourage everyone in our organization to get involved with the charitable causes and issues that they are most passionate about. By becoming part of the fabric of each community we serve, we truly have the power to make a difference in people's lives every day.

Company Stats

- Founded in Santa Barbara in 1985
- Employ 300 people in the City of Santa Barbara
- **2 branches serving the entire County of Santa Barbara with office locations in Santa Maria and Santa Barbara**
- One of the largest privately held companies in Santa Barbara
- Repeat winner of Readers' Choice for Staffing Agency in *Santa Barbara News-Press* and *Santa Barbara Independent*
- Grossed \$1.275 billion in 2007
- Issued over 250,000 W-2s in 2007 nationwide
- Named 2007 Company of the Year by South Coast Business & Technology Association.
- Steve Sorensen (Chairman/CEO) Named Entrepreneur of the Year in 2003 by Ernst & Young; Dealmaker of the Year for 2005 in *Pacific Coast Business Times*; and the Los Padres Council Boy Scouts of America Spirit of Americanism Award.

Item C. Deviations

Select Staffing is requesting that within *EXHIBIT C, under subsection 2. General and Automobile Liability Insurance*: the wording "**and completed operations of**" be deleted as it does not pertain to the staffing industry.

Item U. Usage Reports

Select is able to provide usage reports that meet the County's specific needs. Our reports are typically provided through TYmetrics, our automated timekeeping and management system that tracks all relevant data on your contingent workforce. The TYmetrics system provides real-time access to all pertinent staffing information including attendance, cost, longevity, performance, turnover, and more. All usage reports can be provided in detail or summary format, and can be sorted by location, shift, job title, supervisor, or department/cost center. Select is able to custom design reports to meet your specific reporting needs and requirements. Below is an example of a Time Sheet Report, showing time & attendance detail with headcount:

Labor Costing - T/A Detail Report											Page 1	
Report Date: 10/23/2006												
Report Time: 11:24:25												
Sorted by Departments, Name & Date												
Departments: 100 - 900											Date: 10/02/2006 - 10/08/2006	
Name: Filtered											10/02/2006 - 10/08/2006	
Date	Pay Code	IN	IN Ex	OUT	OUT Ex	Reason	Work Orders	Shift/ Pay Expr	Reg Hours	OT-1	OT-2	Daily Total
Departments: 100 [BASKETS]												
HERNANDEZ, LAURA [109100]												
Policy: 1 Shift: 1 Holiday: 1 Active: <input type="checkbox"/>												
10/05/2006 Thu		06:54		08:09			03169 - 3169	0001-Th	1.23			
		08:09		10:21			03405 - 3405	0001-Th	2.20			
		10:21		12:19			03566 - 3566	0001-Th	1.87			
		12:47	M 28	15:34			03566 - 3566	0001-Th	2.60			8.00
10/09/2006 Fri		06:54		11:51			03680 - 3680	0001-Fri	4.93			
		11:51		12:18			03545 - 3545	0001-Fri	0.45			
		12:46	M 27	13:48			03545 - 3545	0001-Fri	0.92			
		13:48		15:33			00041 - 41	0001-Fri	1.70			8.00
Name: HERNANDEZ, LAURA [109100] Totals:									18.00	0.00	0.00	18.00
Departments: 100 [BASKETS] Totals:									18.00	0.00	0.00	18.00
Head Count: 1												
Departments: 900 [AGENCY]												
MACEDO, MARIA [289000]												
Policy: 1 Shift: 1 Holiday: 1 Active: <input type="checkbox"/>												
10/02/2006 Mon		06:55		12:15			00000 - 0	0001-Mo	5.33			
		12:48	M 31	14:47		E 43	00000 - 0	0001-Mo	1.95			7.28
10/04/2006 Wed		06:58		12:19			03563 - 3563	0001-We	5.40			
		12:49	M 29	16:35			03563 - 3563	0001-We	2.60			8.00
10/05/2006 Thu		07:00		12:20			03582 - 3582	0001-Th	5.42			
		12:48	M 28	15:34			03582 - 3582	0001-Th	2.58			8.00
10/06/2006 Fri		06:57		12:19			03633 - 3633	0001-Fri	5.40			
		12:49	M 30	16:34			03633 - 3633	0001-Fri	2.60			8.00
Name: MACEDO, MARIA [289000] Totals:									31.28	0.00	0.00	31.28
Departments: 900 [AGENCY] Totals:									31.28	0.00	0.00	31.28
Head Count: 1												
Grand Totals:									47.28	0.00	0.00	47.28
Head Count: 2												
END OF REPORT												
Labor Costing - T/A Detail Report												

6.1 Bidder Questionnaire

Q-1	Company Name	Koosharem Corporation dba Select Staffing
Q-2	Address	1919 State Street Ste.#101 / 2011 S. Broadway Ste. C
Q-3	City/Zip	Santa Barbara, CA 93101 / Santa Maria, CA 93454
Q-4	Toll-free Phone	(805) 687-1200 / (805) 928-9667
Q-5	Toll-free Fax	(805) 569-0295 / (805) 928-7123
Q-6	Federal Tax ID #	93-0994537
Q-7	# years in industry	23 years
Q-8	Cash Discount? (% or "None")	Prompt payment discount: 1% for payment within 10 days.
Q-9	Other Agencies (Y/N)	Y
Q-10	Percent of Mark-up	27%
Q-11	Bilingual Fee (English/Spanish)	None
Q-12	Volume Discount	0.5%@\$50,000.00, addit'l 0.5% @ \$150,000.00, addit'l.05%@\$300,000.00
Q-13	Minimum Required Hours (For Extra-Help hires see Section 3.3)	520 hours
Q-14	Geographic Location (check one)	ENTIRE COUNTY <input checked="" type="checkbox"/>
		SOUTH COUNTY
		NORTH COUNTY
Q-15	Companies Affording Coverage name	General Liability <u>ACE American Insurance Company</u>
		Workers Compensation <u>ACE American Insurance Company</u>
Q-16	Fees for Criminal Background Checks	\$14.75 – Standard Package: SSN Validation, SSN Trace Report, KwikScreen-Includes validations, County Criminal (7 years), OFAC Terrorist Watch & Sex Offender Data Bases
Q-17	Match minimum hours to 90 day limit (Y/N)	Y
Q-18	Driving constraints and insurance.	Subject to review of and approval of job description

6.2 References

R-1. Account Name	Department of Probation County of Los Angeles
Address	9150 E. Imperial Hwy
City / State / Zip	Downey, CA 90242
Contact Person / Title	Yolanda Young / Director
Phone	562-940-2728
Years Serving this Account	26 years
Annual Dollar Volume	\$1,996,000.00
Comments:	PDQ Staffing has dealt with the City of Los Angeles since 1982, Select Staffing acquired PDQ in 2006. Select Staffing services account with clerical and administrative positions.
R-2. Account Name	Board of Supervisors County of Los Angeles
Address	500 W. Temple Street. #383
City / State / Zip	Los Angeles, CA 90012
Contact Person / Title	Norma Duran / Board Specialist
Phone	213-229-9929
Years Serving this Account	26 years
Annual Dollar Volume	\$1,600,000
Comments:	PDQ Staffing has dealt with the City of Los Angeles since 1982, Select Staffing acquired PDQ in 2006 Select Staffing services account with clerical and administrative positions.
R-3. Account Name	Department of Public Social Services County of Los Angeles
Address	12860 Crossroads Parkway South
City / State / Zip	City of Industry, CA 91746
Contact Person / Title	Rudy Ornelas / Contract Manager
Phone	562-908-3541
Years Serving this Account	26 years
Annual Dollar Volume	\$1,495,436
Comments:	PDQ Staffing has dealt with the City of Los Angeles since 1982, Select Staffing acquired PDQ in 2006. Select Staffing services account with clerical and administrative positions.
R-4. Account Name	City of Santa Maria, Parks and Recreation
Address	615 S. McClelland Street
City / State / Zip	Santa Maria, CA 93454
Contact Person / Title	Ron Rodriguez / Recreation Manager
Phone	805-925-0951 ext. 269
Years Serving this Account	10 years
Annual Dollar volume	\$1,386,455011
Comments:	Teamwork Personnel has dealt with the City of Santa Maria, Parks and Recreation Department since 1998, Select Staffing acquired Teamwork Personnel in 2003. Select Staffing services account with clerical, administrative, maintenance, landscaping and street repair.

6.3 Bid Rates

South County

	Title Classification	A. Est Hrs	B. Hrly Rate	Extension (A*B)	Temp's Rate	Your Equivalent Title, if different.
1.	Receptionist	9100	\$9.75	\$12.38	\$112,658.00	
2.	General Clerk	6400	\$9.50	\$12.07	\$77,248.00	
3.	General Laborer	900	\$9.75	\$12.38	11,142.00	
4.	Account Clerk	2700	\$10.75	\$13.65	\$36,855.00	
5.	Market Researcher	900	\$10.50	\$13.34	\$12,006.00	
6.	Data Entry Operator	4000	\$10.00	\$12.70	\$50,800	
7.	Senior Word Processor	3000	\$10.75	\$13.65	\$40,950.00	
8.	Word Processing Secretary	7500	\$12.00	\$15.24	\$114,300.00	
9.	Account Technician	2000	\$14.00	\$17.78	\$35,560.00	
10.	Junior Accountant	1000	\$17.25	\$21.91	\$21,910.00	
11.	Senior Accountant	500	\$25.00	\$31.75	\$ 15,875.00	
Extension Total				\$ 529,304.00		

North County

	Title Classification	A. Est Hrs	B. Hrly Rate	Extension (A*B)	Temp's Rate	Your Equivalent Title, if different.
1.	Receptionist	9100	\$9.00	\$11.43	\$ 104,013.00	
2.	General Clerk	6400	\$9.00	\$11.43	\$ 73,152.00	
3.	General Laborer	900	\$9.00	\$11.43	\$ 10,287.00	
4.	Account Clerk	2700	\$10.00	\$12.70	\$ 34,290.00	
5.	Market Researcher	900	\$10.25	\$13.02	\$ 11,718.00	
6.	Data Entry Operator	4000	\$9.00	\$11.43	\$ 45,720.00	
7.	Senior Word Processor	3000	\$10.75	\$13.65	\$ 40,950.00	
8.	Word Processing Secretary	7500	\$11.75	\$14.92	\$ 111,900.00	
9.	Account Technician	2000	\$14.00	\$17.78	\$35,560.00	
10.	Junior Accountant	1000	\$17.50	\$22.23	\$ 22,230.00	
11.	Senior Accountant	500	\$25.00	\$31.75	\$ 15,875.00	
Extension Total				\$ 505,695.00		

6.4 Bilingual Staffing

<p>Many of our departments require qualified bilingual (English/Spanish) temporary employees. Describe your agency's process for recruiting bilingual employees.</p>	<p>Select Staffing recruits and selects the most talented bilingual associates for office, light industrial and labor positions in Santa Barbara County. Select reaches out to these qualified bilingual candidates externally via media such as Spanish radio, print and/or internet and internally by staffing our offices with multiple full-time bilingual recruiters who spend a portion of every day searching resumes that meet certain bilingual standards. Select's recruitment efforts are successful due to our proven three-step High Performance Fit process.</p>
<p>How do you assess their level of skill in English and Spanish?</p>	<p><i>Client Needs Assessment</i> gains insight into your specific bilingual requirements, performance criteria, culture, departmental structure, and business objectives.</p> <p><i>Skills and Behavioral Evaluation</i> pinpoints bilingual skill level, work ethic, teamwork capabilities and validates past bilingual performance to make a high-performance fit for you. To assess a bilingual skill level of beginning, intermediate or advanced (English/Spanish), Select requires candidates to fill out an application and submit a resume in English. Select also requires that the candidate watch a safety video and complete a quiz in Spanish. The interview is then conducted in both languages. In some cases, to establish an intermediate or advanced level, Select will put the candidates through testing that involves reading, writing and translating.</p> <p><i>Performance Management</i> ensures we exceed your expectations by monitoring our service and performance. For long-term assignments, <u>Select</u> can give you the insight to manage specific candidates for maximum performance.</p>
<p>On average, what percentage of your available candidate pool is bilingual (English/Spanish)</p>	<p>By Select records for the past two years Select has maintained a 35% bilingual data base. This would be in all skill levels, labor, light industrial and clerical/accounting.</p>

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. 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** (Invitation for Quote) as determined by COUNTY and the rates included in CONTRACTOR'S response (**EXHIBIT AA**).
- B. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DEPARTMENT to whom services were provided an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- C. 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.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

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.

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. The automobile liability insurance shall exclude completed operations.

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.