Request for Qualifications
No. EDA116-WDD-1791
Industry and Labor Market Intelligence Services
PY 2016-2019

San Bernardino County
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415
January 4, 2016
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I. INTRODUCTION

A. Solicitation Language

*Pro*

Proposals or bids must be received by the designated date and time. An electronic proposal shall be submitted through the County of San Bernardino Electronic Procurement Network (ePro) [https://epro.sbcounty.gov/epro/](https://epro.sbcounty.gov/epro/). Submittals in ePro will be opened from the system’s “encrypted lock box” after the deadline and evaluated as stated in this solicitation. Submitted proposals through ePro, may also be withdrawn OR retrieved, adjusted and re-submitted by the vendor at the time prior to the scheduled deadline for submission of the proposal or bid.

Upon submitting the proposal through ePro, the Proposer/Bidder acknowledges that its electronic signature is legally binding. All Proposers/Bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted. System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. Purpose

San Bernardino County, through its Local Workforce Development Board (LWDB) (formerly known as the Workforce Investment Board, or WIB), hereafter referred to as the “County”, is seeking proposals from interested and qualified Proposers to provide Industry and Labor Market Intelligence services.

C. Term of Contract

Specific services to be provided under this Request for Qualifications (RFQ) are outlined under Section IV-Scope of Work. The Contract period will be for a three (3) year period beginning on July 1, 2016 through June 30, 2019 with the option to extend two (2) additional one (1) year terms.

D. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.

2. Be independent companies with no ties to any companies listed in the “Scope of Work” section of this document (Section IV).

3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

5. Have at least three (3) years experience providing this type of service.

6. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer’s delivery of services that demonstrate the ability of the Proposer to provide Industry and Labor Market Intelligence Services, as outlined in this RFQ. All references must have names, titles and phone numbers.

7. Meet other presentation and participation requirements listed in this RFQ.

E. Mandatory Proposal Conference

None
F. Questions
Questions regarding the contents of this RFQ must be submitted via ePro on or before **4:00 PM (PDT) on February 1, 2016** and directed to the individual listed in Section I, Paragraph F-Correspondence. All questions will be answered and both the question and answer will be posted in ePro.

G. Correspondence
All correspondence is to be submitted to:

County of San Bernardino
Workforce Development Department
Attn: Inas Basta
290 North D Street, Suite 600
San Bernardino, CA 92415
Phone (909) 397-9835
Fax (909) 889-2848
Email inas.basta@wdd.sbcounty.gov

Proposals will not be accepted by email or facsimile. Both proposals and questions must be submitted electronically through ePro.

H. Admonition to Proposers
Once this RFQ has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFQ. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFQ can be presented via ePro as indicated in Section I, Paragraph F-Questions.

I. Proposal Submission Deadline
Proposals or bids must be received no later than **4:00 PM (PDT), February 15, 2016** via ePro. Postmarks will not be accepted in lieu of ePro receipt. Only electronically transmitted proposals, via ePro, will be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

II. PROPOSAL TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFQ</td>
<td>January 18, 2016</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>4:00 PM (PDT) and February 1, 2016</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>4:00 PM (PDT) and February 15, 2016</td>
</tr>
<tr>
<td>Tentative Date for Awarding Contract</td>
<td>May 24, 2016</td>
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III. PROPOSAL CONDITIONS

A. Contingencies
This RFQ does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFQ process at any time.

B. Acceptance or Rejection of Proposals
Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the contract period.
C. **Best Value Evaluation Process**

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County’s discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to the County. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Environmental considerations
- Value added services
- Any other relevant factors listed in the solicitation

D. **Modifications**

The County reserves the right to issue addenda or amendments to this RFQ if the County considers that additional clarifications are needed.

E. **Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFQ. It is the Proposer’s responsibility to ensure that its proposal arrives on or before the specified time.

F. **Local Preference**

The County has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the Local Preference Policy (County Policy 11-10), “principal place of business” is defined as the Vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the Vendor’s main office (or headquarters) which:

1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, contract, or purchase order to which it responds; and

2. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and

3. Has a minimum of twenty-five percent (25%) of the Vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Vendors are responding to this RFQ and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.
G. Incurred Costs
The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFQ. Proposers agree that all costs incurred in developing this proposal are the Proposer’s responsibility.

H. Negotiations
The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

I. Formal Contract
Proposer will be required to enter into a formal contract with the County. This RFQ sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFQ, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment C – Exceptions to RFQ.

J. Confidential Information
All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the “California Public Records Act”. While the County takes every measure permissible to keep all “proprietary information” identified, Proposers are asked to label the information “PROPRIETARY” and attach it as a separate attachment marked as such.

K. Final Authority
The final authority to award contracts as a result of this RFQ rests solely with the County of San Bernardino Board of Supervisors.

Please do not include any additional information that is not required by this Request for Qualifications.

IV. SCOPE OF WORK

A. Background

The Workforce Development Board (WDB) is seeking qualifications from interested and qualified organizations that can conduct Industry and Labor Market Intelligence including studies, analysis, forecast and recommendations to the WDB for San Bernardino County, Inland Empire region, State of California and the Nation. The study should include the following elements, but not limited to:

1. Demographic profile including population, Veterans, Race, Ethnicity, Language capability, Households, Land use, Housing, Commuting to work and income
2. Economic Performance and Outlook
3. Description of the local labor market, i.e., make-up of the labor market by industry cluster and employer size
4. Industry competitiveness
5. Priority Industries that support job growth potential
6. Industry analysis regarding the fastest growing and declining industries and occupations
7. Skills demand and supply mapping
8. Hard to fill jobs
9. Educational Attainment
10. Labor Force, participation rates, unemployment and compensation
11. Housing market characteristics, i.e., housing overstock, Notices of Default and Foreclosure, housing permits and new home sales.
12. Commercial/Industrial Real Estate Market analysis, i.e., growth trends and future development projects.
13. Results of interviewing businesses to confirm data robustness.
14. Identifying target industries

V. CONTRACT REQUIREMENTS

A. General

1. Legality and Severability
   The parties’ actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Iran Contracting Act of 2010 (Applicable for all RFQ/Bids of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Vendor certifies that at the time the proposal is submitted, the Vendor signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Vendors are cautioned that making a false certification may subject the Vendor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Vendor agrees that signing the Proposal shall constitute signature of this Certification.**

3. Representation of the County
   In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact
   The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address
   Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting
   Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor’s contract.

7. Contract Assignability
   Without the prior written consent of the County, the Contract is not assignable by Vendor either in whole or in part.
8. **Contract Amendments**
   Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Vendor and the County.

9. **Duration of Terms**
   This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

10. **Time of the Essence**
    Time is of the essence in performance of this Contract and of each of its provisions.

11. **Strict Performance**
    Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

12. **Mutual Covenants**
    The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

13. **Contract Exclusivity**
    This is not an exclusive Contract. The County reserves the right to enter into a contract with other Vendors for the same or similar services. The County does not guarantee or represent that the Vendor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

14. **Termination for Convenience**
    The County for its convenience may terminate this Contract in whole or in part upon thirty (30)-calendar day’s written notice. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, images, photos, computer programs and reports.

15. **Attorney Fees and Costs**
    If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorneys’ fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

16. **Choice of Law**
    This Contract shall be governed by and construed according to the laws of the State of California.

17. **County Representative**
    The Director of WDD or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Vendor. The County of San Bernardino Board of Supervisors must approve all amendments to this Contract.
18. **Venue**

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

19. **Fiscal Provisions**

   a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Vendor, as provided herein, shall be in full payment for all Vendor’s services and expenses incurred in the performance hereof, including travel and per diem.

   b. Vendor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract by the 10th of the month for the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of completed invoice with required supporting documentation or the resolution of any billing dispute. Invoice must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the fiscal department.

   c. Vendor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Vendor’s designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

   d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

   e. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Vendor shall not use current year funds to pay prior or future year obligations.

   f. Funds made available under this Contract shall not supplant any federal, state or any government funds intended for services of the same nature as this Contract. Vendor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Vendor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

20. **Licenses, Permits, and/or Certifications**

Vendor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Contract.

21. **Prevailing Wage Laws** (if applicable)

By its execution of this Contract, Vendor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Section 1720 of the California Labor Code states in part: “For purposes of this paragraph,
‘construction’ includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.” If the Services/Scope of Work are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Vendor’s principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibit A for additional information regarding Prevailing Wage Laws.

22. Notification Regarding Performance
In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

23. Conflict of Interest
Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

24. Improper Consideration
Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

25. Employment of Former County Officials
Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, “county administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, Chief Executive Officer or member of such officer’s
staff, county department or group head, assistant department or group head, or any employee in
the Exempt Group, Management Unit or Safety Management Unit.

26. Improper Influence
Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose
position in the County enables him/her to influence any award of the Contract or any competing
offer, shall have any direct or indirect financial interest resulting from the award of the Contract, or
shall have any relationship to the Vendor or office or employee of the Vendor.

27. Material Misstatement/Misrepresentation
If during the course of the administration of this Contract, the County determines that Vendor has
made a material misstatement or misrepresentation or that materially inaccurate information has
been provided to the County, this Contract may be immediately terminated. If this Contract is
terminated according to this provision, the County is entitled to pursue any available legal remedies.

28. Inaccuracies or Misrepresentations
If in the administration of an Contract, the County determines that Vendor has made a material
misstatement, misrepresentation, or omission that materially inaccurate information has been
provided to the County during the RFQ process, the Contract may be immediately terminated. In
the event of a termination under this provision, the County is entitled to pursue any available legal
remedies.

29. Ownership of Documents
All documents, data, products, graphics, computer programs, and reports prepared by the Vendor
pursuant to this Contract shall be considered property of the County upon payment for services
(and product, if applicable). All such items shall be delivered to the County at the completion of
work under this Contract, subject to the requirements of Section V, Paragraph A.9-Termination for
Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

30. Copyright
County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy,
translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies,
information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or
properties developed under this contract including those covered by copyright, and reserves the
right to authorize others to use or reproduce such material. All such materials developed under the
terms of this contract shall acknowledge the County of San Bernardino as the funding agency and
Vendor as the creator of the publication. No such materials or properties produced in whole or in
part under this contract shall be subject to private use, copyright or patent right by Vendor in the
United States or in any other country without the express written consent of County. Copies of all
educational and training materials, curricula, audio/visual aids, printed material, and periodicals,
assembled pursuant to this contract must be filed with the County prior to publication.

31. Invoices
Vendor shall provide County itemized monthly invoices, in arrears, for services performed under
this Contract within twenty (20) days of the end of the previous month.

32. Release of Information
No news releases, advertisements, public announcements or photographs arising out of this
Contract or Vendor’s relationship with County may be made or used without prior written approval
of the County.
33. Participation Clause
The County desires that Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts within the:

- County of San Bernardino

requiring Industry and Labor Market Intelligence Services may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this contract, with the provision that:
  a. Such Governmental body does not have and will not have in force any other contract for like purchases.
  b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
  c. Such Governmental body shall make purchases and payment directly through the Vendor. The County will not be liable for any such purchase made between the Vendor and another Governmental body who avail them of this contract.

The Vendor shall be required to maintain a list of all Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts using this Contract. The list shall report dollar volumes spent annually and shall be provided to the County on January 1st of each year during the term of the contract.

34. Damage to County Property, Facilities, Buildings or Grounds
The Vendor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or employees or agents of the Vendor. Such repairs shall be made immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Vendor from the County.

35. Air, Water Pollution Control, Safety and Health
Vendor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

36. Drug and Alcohol-Free Workplace
In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this contract, the Vendor agrees that the Vendor and the Vendor’s employees, while performing service for the County, on County property, or while using County equipment:
  a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
  b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Vendor or Vendor’s employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County’s objective of a safe, healthful and productive
work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this contract and any other contract the Vendor has with the County, if the Vendor or Vendor’s employees are determined by the County not to be in compliance with above.

37. **Notice of Delays**
Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

38. **Disclosure of Criminal and Civil Proceedings**
The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm’s business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. “Legal proceedings” means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

39. **Artwork, Proofs and/or Negatives**
All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six (6) months.
40. **Environmental Requirements**
   In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

   Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

   To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Vendor must be able to annually report the County’s environmentally preferable purchases using Attachment I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

41. **Employment Discrimination**
   During the term of the Contract, Vendor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

42. **Debarment and Suspension**
   The Vendor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

43. **Informal Dispute Resolution**
   In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

44. **Iran Contracting Act**
   Iran Contracting Act of 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Vendor certifies that at the time the Contract is signed, the Vendor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202e engaging in investment activities in Iran described in subdivision (a) of the Public Contract Code section 2202.5 or as a person described in subdivision (b) of the Public Contract Code section 2202.5, as applicable.

   Vendors are cautioned that making a false certification may subject the Vendor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.
45. **Records**

Vendor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Vendor’s personnel, consultants, subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

46. *If applicable* **Personally Identifiable Information**

Vendor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Vendor shall not use or disclose any identifying information for any other purpose other than carrying out the Vendor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**B. Indemnification and Insurance Requirements**

1. **Indemnification**

The Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemmites. The Vendor indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

**Additional Insured**

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above-required coverage’s to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the County.
Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests
The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Vendor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage
The Vendor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Vendor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage
In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review
Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.
Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications
The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability
A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance
The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
   a. Premises operations and mobile equipment.
   b. Products and completed operations.
   c. Broad form property damage (including completed operations)
   d. Explosion, collapse and underground hazards.
   e. Personal Injury
   f. Contractual liability
   g. $2,000,000 general aggregate limit

Automobile Liability Insurance
Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Vendor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.
If the Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
Umbrella Liability Insurance
An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements
Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

*if applicable  Environmental Contracts
In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.

a. Environmental Liability Insurance with a combined single limit of not less than five million ($5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit
1. Right to Monitor
The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor’s performance of its duties or other terms of this contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Vendor under this contract or otherwise.
2. **Availability of Records**
   All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

D. **Correction of Performance Deficiencies**
   1. Failure by Vendor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

   2. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
      a. Afford Proposer thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
      b. Discontinue the reimbursement to Proposer for and during the period in which Proposer is in breach, which reimbursement shall not be entitled to later recovery; and/or
      c. Withhold funds pending duration of the breach; and/or
      d. Offset against any monies billed by Proposer but yet unpaid by the County those monies disallowed pursuant to Item “2” of this paragraph; and/or
      e. Terminate this Contract immediately and be relieved of the payment of any consideration to Proposer. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Proposer under this Contract and the balance, if any, shall be paid by the Proposer upon demand.

VI. **PROPOSAL SUBMISSION**

A. **General**
   1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFQ, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.

   2. Proposals or bids must be received by the designated date and time. An electronic proposal or bid must be submitted through the County of San Bernardino Electronic Procurement Network (ePro) [https://epro.sbounty.gov/epro/](https://epro.sbounty.gov/epro/). Submittals in ePro will be opened from the system’s “encrypted lock box” after the deadline and evaluated as stated in this solicitation. Submitted proposals through ePro may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid.

   Upon submitting the proposal through ePro, the Proposer/Bidder acknowledges that its electronic signature is legally binding. **All Proposers/Bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

   3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

5. All proposals and materials submitted become property of the County. All proposals received are subject to the “California Public Records Act”. While the County takes every measure permissible to keep all “proprietary information” identified, Proposers are asked to label the information “PROPRIETARY” and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. Completed proposals must be received by the deadline for receipt of proposal specified in Section II-Proposal Timeline.

   The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. Proposal Format

Response to this RFQ must be in the form of a proposal package, which must be submitted in the following format:

1. Cover Page
   Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

2. Table of Contents
   All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Statement of Experience
   Include the following in this section of the proposal:
   a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
   b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
   c. A statement that the Proposer has a demonstrated capacity to perform the required services.

4. Minimum Proposer Requirements
   Complete, initial, and sign Attachment B.

5. Exceptions to RFQ
   Complete Attachment C.

6. Statement of Certification
   Include the following on Attachment D:
   a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
   b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or Competitor for the purpose of restricting competition.
c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.

d. A statement that the Proposer agrees that all aspects of the RFQ and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.

e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer’s ability to perform the services as proposed; and

f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

7. References
Provide three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the County. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment E.

8. Proposal Description
Provide a detailed description of the proposal being made.

a. The proposal should address, but is not limited to, all terms in Section IV-Scope of Work.

b. The proposal should include the following:
   i. A brief synopsis of the Proposer’s understanding of the County’s needs and how the Proposer plans to meet these.
   ii. A concise statement of the services (and product, if applicable) proposed.
   iii. An explanation of any assumptions and/or constraints.

9. PROJECT Team Organization Chart
Project Team Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

a. Organizational framework for the proposed Project team.

b. Company name and key staff name for each role identified in the chart.

10. Work Plan and Schedule
Include the following:

a. Summary of management/work plan for this Project;

b. Project schedule (departments may request that the Proposers include in their schedule estimated project milestones dates through all phases of the project. Examples of project phases include Design, Bid, Award, and Construction Administration.)

11. Statement of Qualifications
Include the following in this section of the proposal:

a. Number of years the Proposer has been in business under the present business name, as well as related prior business names.

b. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer’s ability to perform this Contract.

c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.

d. Proposer must provide the Company’s Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company’s accountant that the information accurately reflects the company’s current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a
12. **Licenses, Permits, and/or Certifications**
   Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A, 20 - Licenses, Permits and/or Certifications.

13. **Cost**
   Complete proposed pricing on Attachment F.

14. **Employment of Former County Officials**
   Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, “county administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, Chief Executive Officer or member of such officer’s staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

   Failure to provide this information may result in the response to the request for qualifications being deemed non-responsive.

15. **Insurance**
   Submit evidence of ability to insure as stated in Section V, Paragraph B-Indemnification and Insurance Requirements.

**VII. EVALUATION AND AWARD**

**A. General**
   Proposals will be subject to a review process developed by the County, which includes:
   1. Mandatory submittal requirements and minimum qualifications
   2. Analysis of functionality and service requirements
   3. Cost evaluation
   4. Reference checks

**B. Evaluation Criteria**
   1. **Initial Review** (Pass/Fail) - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
      a. The proposal must be complete, in the required format, and comply with all RFQ requirements.
      b. Proposers must meet the Minimum Proposer Requirements as outlined in Section I, Paragraph C-Minimum Proposer Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. **Technical Review** (60 points) - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
   a. Overview of business, background information, including date established;
   b. Capabilities and experience (including sample of Industry and Labor Market Intelligence reports);
   c. Resume of executives assigned to this project
   d. Narrative description of work to be performed, including detailed plan of activities, situation analysis and suggested tactics;
   e. References, including clients to whom the services of the type requested herein have been approved;
   f. Proposed timeline;
   g. Detailed cost proposal; and
   h. Any other pertinent information needed to evaluate the responses.

3. **Cost Evaluation** (30 points) – The primary consideration will be the effectiveness of the agency or organization in the delivery of the services (and product, if applicable) based on demonstrated performance. Other factors may include the likelihood of change orders or contract amendments, phases of work that are proposed, or the track record for business partners and/or subcontractors to delivery a project on time and within budget.

4. **Reference Checks** (10 points) - References are obtained or verified at the discretion of the County, and at any stage in the evaluation process.

**C. Award**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.

**D. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.

2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.

2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760
The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.
ATTACHMENT A – COVER PAGE

PROPOSER’S NAME (name of firm, entity, or organization):

______________________________________________________________

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

______________________________________________________________

NAME AND TITLE OF PROPOSER’S CONTACT PERSON:

______________________________________________________________

MAILING ADDRESS:
Street Address: ________________________________________________
City, State, Zip: ________________________________________________

TELEPHONE NUMBER: __________________________________________
FAX NUMBER: _________________________________________________
EMAIL ADDRESS: ______________________________________________

PROPOSER’S ORGANIZATIONAL STRUCTURE
___ Corporation  _____ Partnership  _____ Proprietorship  _____ Joint Venture
___ Other (explain): ______________________________________________

If Corporation, Date Incorporated: ________________ State Incorporated: ________________
States Registered in as foreign corporation:

PROPOSER’S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFQ REQUESTS:

______________________________________________________________

PROPOSER’S AUTHORIZED SIGNATURE:
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: ________________________________________________

DATE: _____________________________________________________

PRINT NAME: ______________________________________________

TITLE: _____________________________________________________
ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective Proposers.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Agree (initial)</th>
<th>Agree with qualification (initial and attach explanation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have no record of unsatisfactory performance. Proposers who are or have been</td>
<td>Agree</td>
<td></td>
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<tr>
<td>seriously deficient in current or recent contract performance, in the absence</td>
<td></td>
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<tr>
<td>of circumstances properly beyond the control of the Proposer, shall be</td>
<td>Agree</td>
<td></td>
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<tr>
<td>presumed to be unable to meet this requirement.</td>
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<tr>
<td>Be independent companies with no ties to any companies listed in the “Scope</td>
<td>Agree</td>
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<tr>
<td>of Work” section of this document (Section IV).</td>
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<tr>
<td>Have the ability to maintain adequate files and records and meet statistical</td>
<td>Agree</td>
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<tr>
<td>reporting requirements.</td>
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<tr>
<td>Have the administrative and fiscal capability to provide and manage the</td>
<td>Agree</td>
<td></td>
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<tr>
<td>proposed services and to ensure an adequate audit trail.</td>
<td></td>
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<tr>
<td>Have at least three (3) years’ experience providing this type of service.</td>
<td>Agree</td>
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</tr>
<tr>
<td>Provide references of a minimum of three (3) other customers, one (1) of</td>
<td>Agree</td>
<td></td>
</tr>
<tr>
<td>which should be a government agency, involving the Proposer’s delivery of</td>
<td>Agree</td>
<td></td>
</tr>
<tr>
<td>services that demonstrate the ability of the Proposer to provide Industry</td>
<td>Agree</td>
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</tr>
<tr>
<td>and Labor Market Intelligence services, as outlined in this RFQ. All</td>
<td>Agree</td>
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</tr>
<tr>
<td>references must have names, titles and phone numbers.</td>
<td>Agree</td>
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</tr>
<tr>
<td>Meet other presentation and participation requirements listed in this</td>
<td>Agree</td>
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<tr>
<td>RFQ.</td>
<td>Agree</td>
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</tr>
</tbody>
</table>

Signed___________________________________________________________________________________

Print Name___________________________________________________________

Title_____________________________________________________________________________________

Date_____________________________________________________________________________________


ATTACHMENT C – EXCEPTIONS TO RFQ

VENDOR NAME

ADDRESS

TELEPHONE# ( ) ________________  FAX # ( ) ____________________________

I have reviewed the RFQ and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFQ, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative

Signature of Authorized Representative

Date

## ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the County of San Bernardino.

<table>
<thead>
<tr>
<th>Statement</th>
<th>Agree (initial)</th>
<th>Agree with qualification (initial and attach explanation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.</td>
<td></td>
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<tr>
<td>2. All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.</td>
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<tr>
<td>3. All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.</td>
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<tr>
<td>4. Proposer agrees that all aspects of the RFQ and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.</td>
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<tr>
<td>5. Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer’s ability to perform the services as proposed; and</td>
<td></td>
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</tr>
<tr>
<td>6. Proposer, if selected will comply with all applicable rules, laws and regulations.</td>
<td></td>
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</tr>
<tr>
<td>Name of Agency</td>
<td>Contact Name/Address</td>
<td>Phone Number</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------</td>
<td>--------------</td>
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</tbody>
</table>

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFQ.

*Enter “Present” if still providing the services (Example: 10/08/03/present).
ATTACHMENT F – COST
ATTACHMENT G – CONTRACTOR/VENDOR NONDISCLOSURE AGREEMENT
(This is a sample if applicable and may be modified as needed.)

The County of San Bernardino has a legal and ethical responsibility to safeguard the privacy of all and to protect the confidentiality of their information. In the course of its business relationship with [name of vendor/contractor] and/or its employees and/or agents may come into possession of confidential information, even though it may not be directly involved in providing services.

In consideration of, and as a condition to, its business relationship with [name of vendor/contractor] and its employees and/or agents will hold the following information (“confidential information”) in strictest confidence:

1. Any information supplied by or its affiliates;
2. Any information which is the direct or indirect result of [name of vendor/contractor]’s services provided; and
3. Any information about or its affiliates’ business operations, products, or services.

No confidential information shall be disclosed except to employees of [name of vendor/contractor] who need to know it to fulfill [name of vendor/contractor]’s obligations to or to authorized representatives of . At any time, upon request of , [name of vendor/contractor] will return promptly all embodiments of confidential information in a form acceptable to without retaining any copies thereof. Furthermore, [name of vendor/contractor] will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or business entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services. It is understood that "confidential information" does not include information which:

1. Generally becomes available to the public other than as a result of disclosure by [name of vendor/contractor] or
2. Was available to [name of vendor/contractor] on a non-confidential basis prior to its disclosure by .

At all times during the term of [name of vendor/contractor]’s contract with and thereafter, [name of vendor/contractor] and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this contract.

________________________________________  __________________________
Signature of Vendor/Contractor                    Date
**ATTACHMENT H – PROPOSAL CHECKLIST**

Use this checklist to ensure that all items requested have been included.

<table>
<thead>
<tr>
<th>Items Completed</th>
<th>Page (s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Attachment A – Cover Page</td>
<td></td>
</tr>
<tr>
<td>2. Attachment B – Minimum Proposer Requirements</td>
<td></td>
</tr>
<tr>
<td>3. Attachment C – Exceptions to RFQ</td>
<td></td>
</tr>
<tr>
<td>4. Attachment D – Statement of Certification</td>
<td></td>
</tr>
<tr>
<td>5. Attachment E – References</td>
<td></td>
</tr>
<tr>
<td>6. Attachment F – Cost</td>
<td></td>
</tr>
<tr>
<td>7. Attachment G – Contractor/Vendor Nondisclosure Agreement</td>
<td></td>
</tr>
<tr>
<td>8. Attachment H – Proposal Checklist</td>
<td></td>
</tr>
<tr>
<td>9. Licenses, Permits, and/or Certifications</td>
<td></td>
</tr>
<tr>
<td>10. Financials (Two Years)</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT I – REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

County of San Bernardino

Green Purchasing Report from _________________________________ (Vendor)

Account No. ___________________________

MM/DD/YYYY to MM/DD/YYYY

<table>
<thead>
<tr>
<th>Billing Information</th>
<th>Product Information</th>
<th>Supplier Information</th>
<th>Environmental Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO No.</td>
<td>Invoice or Reference No.</td>
<td>Invoice Date</td>
<td>Product No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### EXAMPLES OF GREEN ATTRIBUTES

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon (CFC)-free
- Compostable
- Energy efficiency
- Lead-free
- Less hazardous
- Low toxicity
- Mercury-free
- Persistent bioaccumulative toxin (PBT)-free
- Rapidly renewable
- Rechargeable
- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging
- Refill/refillable
- Remanufactured/refurbished
- Renewable materials
- Responsible forestry
- Upgradeable
- Water efficiency

### EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION

- Certified Approved Product (AP) Non-Toxic
- Ecologo Certified
- Energy Star
- Electronic Product Environmental Assessment Tool (EPEAT) program
- Forest Stewardship Council Certified
- Green Seal Certified
- Greenguard Certified
- Scientific Certification Systems (SCS)
EXHIBIT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Vendor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of
wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

(4) The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.
6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

(1) Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

   a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

   b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

   c. This project is subject to compliance monitoring and enforcement by the DIR.

   d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

   e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

      a. The certified payroll must be submitted at least monthly to the Labor Commissioner.

      b. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
c. The certified payroll records must be in a format prescribed by the Labor Commissioner.

(2) As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

1. State Public Works Apprenticeship Requirements:

   The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

   Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship contracts under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice contracts under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

   (1) Submit Contract Award Information (DAS-140)

   a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

   b. The DAS-140 is a notification “announcement” of the Contractor's participation on a public works project—**it is not a request for the dispatch of an apprentice**.

   c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

(2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

(3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.
3. Exemptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with the pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the Contractor has a direct contract with the Public Agency that is under $30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice’s life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor’s Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.