



County of Santa Barbara

REQUEST FOR PROPOSALS

Professional Consulting Services— Developing a Technical Feasibility Study on Community Choice Aggregation for Central Coast Region

December 18, 2015

County of Santa Barbara
Community Services Department
Division of Energy and Sustainability Initiatives

Proposals Must be Received by Monday, January 25, 2016 by 11:59 p.m.

RESPONSES WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Response must be submitted electronically as a PDF file via email to Angie Hacker at ahacker@co.santa-barbara.ca.us.

I. INTRODUCTION:

The Energy and Sustainability Initiatives Division of the Community Services Department of Santa Barbara County (SBC) invites responses to this Request for Proposals ("RFP") from qualified firms. The successful respondent may eventually contract with SBC to develop a technical study on the feasibility of Community Choice Aggregation (CCA), also referred to as Community Choice Energy (CCE), for participating jurisdictions across Santa Barbara, Ventura and San Luis Obispo Counties. SBC will evaluate the responses submitted, provide a more complete Professional Services Agreement and begin sequential contract negotiations with the selected firm or firms.

II. BACKGROUND:

SBC recently appropriated funds to begin exploring the implementation of a CCA program that may serve multiple incorporated or neighboring jurisdictions. SBC's Energy and Sustainability Initiatives Division is leading this effort in collaboration with other participating jurisdictions in the region.

A CCA is a program of a local government or group of local governments that purchase energy on behalf of local electricity customers within their borders. The delivery, metering, and billing of the electricity continue to be a function of the incumbent utility. The option for California communities to develop and operate CCAs was established by AB 117 in 2002. California currently has three active programs, which serve jurisdictions in the counties of Marin, Contra Costa, Napa and Sonoma, and the City of Lancaster. Dozens of other local governments in California are exploring the prospects for CCA programs in their respective communities.

CCAs offer consumers an alternative choice for their electricity and may support local climate action plan goals through the procurement and development of renewable energy. For example, SBC's Energy

and Climate Action Plan (ECAP) sets targets for reducing 166,950 metric tons of CO₂ equivalent (MTCO₂E) by 2020 in order to meet state requirements under AB32.

Before deciding whether to launch a CCA program, decision-makers need analysis about whether a CCA program is financially viable and will meet policy objectives -- analysis that is typically presented in a technical study. The technical study identifies pertinent specifications and requirements associated with a local CCA program. The study analyzes impacts of various clean energy and GHG reduction scenarios. The technical study also assesses whether and under what conditions the CCA's electricity rates would be competitive with those offered by the incumbent utility.

The SBC Board of Supervisors voted on June 9, 2015 to allocate \$400,000 for the completion of the first phase of the CCA project, and directed SBC staff to undertake the necessary steps-- including increased community outreach and the completion of a technical study-- to evaluate the feasibility of a CCA program for the unincorporated portions of SBC, as well as interested incorporated cities and neighboring counties of Ventura and San Luis Obispo. SBC and partner jurisdictions will continue to reach out to the incorporated cities, residents, businesses, labor organizations, large energy users, community groups, and stakeholder organizations to provide information on CCA and engagement in the potential CCA formation process.

To participate in the technical study, each incorporated city and neighboring County was asked to provide SBC with permission to access the jurisdiction's electricity load data. To date, 20 out of the 27 jurisdictions have provided SBC with permission to access the data. The outstanding 7 jurisdictions represent cities within San Luis Obispo County that are being asked to provide load data authorization by late January 2016. SBC is already in communication with SCE and PG&E and is preparing the request for data for participating jurisdictions of the Tri-County region. SBC expects to receive the load data from the utilities in eight to ten weeks from the time of request.

The technical study will be completed on behalf of the unincorporated areas of three Counties (Santa Barbara County, Ventura County, San Luis Obispo Counties), and at least 17 participating cities within the Tri-County region. The study will be reviewed by SBC's Community Services Department, Board of Supervisors, the Office of County Counsel and a multi-jurisdictional advisory working group established for the purpose of providing insight and feedback on the potential viability of a CCA and the evaluation process. The final study will also be distributed to each participating jurisdiction and made available to the public.

The selected firm will develop a study to assess the feasibility of CCA for SBC and participating jurisdictions. The selected firm will be expected to gather data, and provide analysis to fulfill all parts of the study scope outlined herein. Results of the analysis will be included in the final study.

Description of the Study Area

Santa Barbara County, located approximately 100 miles northwest of Los Angeles and 300 miles south of San Francisco, was established in February, 1850. Santa Barbara County occupies 2,774 square miles, approximately 39% of which are located in the Los Padres National Forest. Bordered on the west and south by the Pacific Ocean, Santa Barbara County has 110 miles of coastline. The U.S. Census (2013 estimate) reported the population of Santa Barbara County to be 435,697 including the populations of eight incorporated cities: Santa Barbara, Goleta, Santa Maria, Lompoc, Carpinteria, Guadalupe, Solvang,

and Buellton. Also located in Santa Barbara County is Vandenberg Air Force Base and the University of California Santa Barbara. The communities receive electricity service in different parts of Santa Barbara County by Southern California Edison (SCE), Pacific Gas and Electric (PG&E), and a utility that serves the City of Lompoc.

Ventura County, located between Los Angeles and Santa Barbara Counties, was established in 1873. The Pacific Ocean forms the southwestern boundary of Ventura County providing 42 miles of coastline. Ventura County has a total area of 1,843 square miles, of which approximately 47 percent (860 square miles) is in the Los Padres National Forest. Residential, agricultural, and business uses are primarily located in the southern portion of Ventura County. Ventura County has a population of approximately 846,178 people (2013 Census). There are ten incorporated cities in Ventura County: Simi Valley, Thousand Oaks, Moorpark, Camarillo, Oxnard, Port Hueneme, Fillmore, Santa Paula, San Buenaventura, and Ojai. Located in Ventura County is Naval Base Ventura County which is composed of three operating facilities – Point Mugu, Port Hueneme, and San Nicolas Island. Also located in Ventura County is the 146th Airlift Wing, an Air National Guard facility. Southern California Edison is the electric utility provider in Ventura County.

San Luis Obispo County is located in the central coast region of California. San Luis Obispo County covers approximately 3,300 square miles, and contains approximately 274,293 residents (California Department of Finance, 2015). San Luis Obispo County is topographically diverse, with mountains, rich agricultural valleys, and distinct urban areas, all within close proximity of the Pacific Ocean. The inland areas of San Luis Obispo County are comprised of rural lands, much of which is active agriculture, including an abundance of vineyards. The majority of the population is located near the coast. Due to the large and diverse nature of unincorporated San Luis Obispo County, there are four major planning areas. Within those four unincorporated planning areas, there are 13 distinct communities and villages. There are seven incorporated cities, including San Luis Obispo, Atascadero, Paso Robles, Arroyo Grande, Pismo Beach, Grover Beach and Morro Bay (which may participate pending confirmation by late January). Much of San Luis Obispo County relies on groundwater and surface water, and to a lesser extent State Water Project. Major utility providers include Pacific Gas & Electric and Southern California Gas Company.

III. DELIVERABLES/SCOPE OF WORK:

The services of the consultant will commence upon the execution of a Professional Services Agreement with SBC. The consultant will be expected to complete a technical study that identifies and analyzes pertinent technical parameters of the CCA program, including but not limited to:

- The number of customer accounts that are likely to be served by the program and identification of related tariff designations/options under which such customers will take electric service, assuming the participation of all sectors of energy users;
- Quantification of expected electric energy requirements for customers participating in the prospective CCA program;

- Development of customer load curves including peak period demand and expected effects on the CCA's resource adequacy requirements across each applicable capacity designation: system, local and flexible;
- Analysis of renewable energy requirements to achieve compliance with California's Renewables Portfolio Standard, the role of Renewable Energy Credits over that time period, as well as other information needed to develop supplier bid specifications;
- An assessment of the potential for GHG reductions (through the use of varying levels of renewable/clean energy), and the costs of purchasing varying levels of renewable energy;
- A descriptive assessment of risks to local governments pursuing CCA, including but not limited to legal, financial, and market risks, and those associated with legislative and regulatory action;
- A comparative analysis of CCA rates with those of SCE and PG&E, including the utilities' anticipated 100% renewable option (Green Option), comparing local renewable content, bundled and unbundled REC content, GHG impacts, departing load charges, and any other relevant metric;
- Identification of anomalies, either challenges or opportunities, in the service area related to geographic, demographic or economic circumstances; and
- Evaluation of various governance and management models for achieving program objectives, management efficiency and effectiveness, risk to participating communities, financial impacts and decision-making autonomy and discretion.
- Identification of the role of Public Purpose Goods charges with regard to the CCA, an estimate of the funding from this source, and possible programs that the CCA could implement with the funding.

The study will consider program goals such as those listed below (which are illustrative and have not been formally adopted by officials of participating jurisdictions):

- Offers an energy supply portfolio with a lower greenhouse gas (GHG) intensity than SCE and PG&E, and supports the climate action plan goals of the participating jurisdictions;
- Is financially sustainable in pursuit of local program objectives;
- Offers customers power supply options at rates that are competitive with those offered by SCE and PG&E for similar power supply products;
- Supplies an energy portfolio that prioritizes the development of State and local renewable resources and minimizes the use of unbundled renewable energy credits (RECs);
- Creates quantifiable and equitable economic benefits in the region through job creation and the investment of surplus funds to develop local renewable sources and ancillary energy programs;
- Makes clear the minimum number of customers needed to sustain program viability;
- Provides energy services to customers that are responsive to customer needs and interests;
- Stimulates the growth of state-wide and regional renewable energy development;
- Promotes regional energy conservation, demand response and energy efficiency through programs offered to local customers;

- Promotes local ownership and control of renewable resources in order to spur increased community resilience to climate change, especially in low income communities;
- Is managed by a highly professional organization according to a financially sustainable and flexible business model; and
- Fosters collaboration and communication between participating jurisdictions, residents, and business community.

Study Scope and Requirements: In preparation for the study, SBC will acquire two years of aggregated load data for the participating jurisdictions, which SCE and PG&E will provide according to their respective tariffs. The technical consultant will review, format, and import data into an analytical framework and prepare summary level data for residential, commercial, industrial and municipal accounts. The selected consultant will also prepare a 5-year load forecast in consideration of this data, using applicable load profiles. SBC understands that the accuracy of such forecasts cannot be guaranteed but expects the consultant to follow best practices in its modelling. Specific tasks will include the following.

Load Study and Forecast: Prepare utility load forecast that reviews historical and projects future electric energy requirements and peak demand across all customer classes, taking into account growth in renewables (e.g. rooftop solar) and other appropriate factors, such as compensation for line losses. This task would also entail the development of class-specific forecasts which could be aggregated to comprise a composite of expected electrical energy requirements. This forecast shall account for current direct access accounts and customers who take service at the distribution level, as identified in customer data provided by the utility. The load study will estimate the number of megawatts that will be required to serve the electric energy requirements of the CCA during the first five years of operations. In order to provide a thorough and consistent analysis, the consultant is expected to reconcile any data discrepancies that may arise from the electricity load data received from SCE and PG&E load data requests.

Rate Analysis: Prepare CCA and utility rate analysis with reasonable forecasted estimates of future utility rate changes based on historical prices and factors that may affect future rate changes (e.g. local generation construction, spot market pricing, renewable energy mandates and changes in the cost of renewables, etc.). Other factors may also include ancillary services, transmission congestion impacts, transmission scheduling coordination costs and other factors. This analysis shall be presented in a scenario analysis, with high, medium and low estimates of future SCE and PG&E pricing for all rate classes. Other considerations may include:

- 1) Identification of other factors that may affect rate comparison such as changes in utility portfolio structure and rate restructuring;
- 2) Utility costs, departing load charges, and surcharges embedded in rate forecast for direct comparison to CCA costs; and

3) The impacts on CCA customers' bills and CCA viability of each utility's Power Charge Indifference Adjustment (PCIA), which is imposed on CCA customers to account for the costs of stranded power contract costs.

Supply scenarios: The consultant will develop three scenarios for the CCA's energy procurement requirements. Each scenario will forecast rates and competitiveness with SCE and PG&E for all products, and estimate GHG impacts compared to SCE and PG&E.

Specifically, the consultant's analysis will develop analysis for the following power supply scenarios:

- 1) Scenario 1: Baseline (33% renewable content). This scenario would achieve the State Renewable Portfolio Standard (RPS) of 33% renewable content by 2020;
- 2) Scenario 2: Mid-line (50% renewable content). This scenario would achieve 50% renewable content by 2020, as proposed in SBC's ECAP; and
- 3) Scenario 3: 100% Renewable Energy Content. This scenario would analyze a 100% renewable content option that would be offered to customers on a premium, voluntary basis.

The analysis of each scenario shall be designed to incorporate and specify the following variables:

- The use of bundled (category 1 and 2) vs. unbundled renewable energy credits (category 3)
- The integration of local distributed resources for all or a part of the supply portfolio; and
- The inclusion of preferred technologies, including solar PV, microgrids, storage and wind.

Pro-forma analysis: The consultant shall provide a financial model that permits assessments of CCA viability and makes clear the minimum number of customers that will need to participate in order to maintain economic viability. The consultant shall assess the overall cost-benefit potential to support a threshold decision regarding moving forward with CCA. Costs in the model shall include those associated with program development and implementation as well as net ratepayer costs over the forecast period. Quantifiable impacts shall include potential for: annual and net savings to CCA customers compared to those remaining with SCE and PG&E, net GHG reductions, expanded use of renewable energy resources and local economic development (job-years created and indirect economic impacts). The pro forma analysis shall include:

- 1) Cash flow analysis, detailing costs and projected benefits under the three electric supply scenarios outlined under "Supply Scenarios" above;
- 2) Reports detailing costs and projected benefits under sensitivity case assumptions;
- 3) Reports detailing costs and projected benefits of phasing in customer load over time;
- 4) Variations of relative costs and benefits for phasing in customer load over differing time periods; and

5) Standard cost-of-service variables including:

- a. Energy Costs - Variable inputs for resource portfolio mixes to include:
 - i. Forecast spot market prices
 - ii. Long-term and short-term power contracts (for wholesale products such as 6X16, 7X24 power products)
 - iii. Renewable Energy Portfolio requirements or better
- b. Start-up costs
- c. Cost of Capital
 - i. Financing Scenarios
- d. Operating and Maintenance Costs
 - i. Administrative and general expenses
 - ii. Staffing
 - iii. External technical/legal/marketing/PR support
 - iv. Billing, metering, and collections
 - v. Customer service (call center) and data management
 - vi. Scheduling and coordination
- e. Uncollected accounts
- f. CCA customer responsibility charges and terms
- g. Program reserves
- h. CCA Bonding for Reentry Fees
- i. SCE and PG&E surcharges, in particular the impacts of the PCIA
- j. Power supply costs that assume CCA feed in tariff and net energy metering programs

The consultant's pro forma analysis shall be performed for 5 different geographic areas (for example, all participating Tri-County jurisdictions, Santa Barbara County only, etc). Cost estimates should include a contingency for pro forma analysis to be performed on one or more additional geographic areas. The geographic areas to be studied will be decided prior to the commencement of a consultant contract.

Sensitivity analysis: The consultant's model shall be designed to accommodate sensitivity analyses reflecting changes in the following variables:

- 1) Market prices for conventional and renewable energy resources;
- 2) Program phase-in at varying supply levels;
- 3) Changes in SCE and PG&E generation rates, the PCIA, and customer surcharges;
- 4) Changes in policies affecting local renewables development, including possible net metering policy changes, possible reduction or elimination of the federal solar tax credit and production tax credit for wind power;

5) The possibility that not all cities in the Service Area will join the CCA initially (or at any point in the future). The Consultant shall examine to what extent rates may change depending on varying levels of participation. If 25% of the eligible load joins a CCA, if 50%, 80%, etc., is it possible – based on previous experience – that rates and resource availability would materially change? In other words, would lower levels of participation potentially translate into higher prices given reductions in volume?

6) The inclusion in the supply portfolio of renewable energy resources at levels that exceed state RPS requirements;

7) The inclusion in the supply portfolio of local and distributed renewable resources, energy efficiency, demand response and demand reduction programs; and

8) Customer opt-out rates. The consultant shall examine several opt out rate scenarios (i.e. low, medium, high).

Risk analysis: The consultant shall analyze the potential risks to the program, as well as outline risk-mitigation measures. Such risks could include, but not be limited to:

- Financial risk to the participating jurisdictions in the event of program failure or loss;
- Impacts on customers in the event of program failure or loss;
- The financial risk associated supply-demand mismatches and changes in market pricing under various portfolio scenarios;
- Regulatory and legislative risk, due to rule changes at the California Public Utilities Commission (CPUC) or changes in state law that affect CCA competitiveness; and
- Ability to procure renewable energy in compliance with RPS standards, because of changes in state law under SB 350.

Governance and management models: Evaluation of various governance and management models for achieving program objectives, management efficiency and effectiveness, risk to participating communities, financial impacts and decision-making autonomy and discretion. Specifically, whether the program can be managed on behalf of several jurisdictions under the umbrella of a Joint Powers Authority or by individual cities or counties. Whether under a JPA model of governance or a single government entity, the program can be managed in whole or in part by external vendors or third parties.

Energy Efficiency and Demand Reduction: Opportunities for demand reduction associated with conservation, energy efficiency and demand response programs that could be achieved with an aggressive but reasonably implementable program. To this end, the Consultant shall consider:

- Existing energy efficiency programs in the Service Region and how the CCA might build upon them with additional resources;
- Prospects for program funding from the CPUC and the CEC;

- The potential for demand reduction opportunities with demand response, microgrids and energy conservation programs; and
- Opportunities for energy efficiency and demand reduction that are identified from an analysis of load data, for example, large users that may be able to take advantage of new energy savings technologies.

Economic impacts: For these scenarios, the consultant shall examine effects on the local economies, including effects on direct and indirect employment, with reliance on existing economic development models such as the Jobs and Economic Development Impact (JEDI) model from the National Renewable Energy Laboratory or other industry-standard models to quantify potential economic impacts of various supply scenarios.

Deliverables and reports: The selected firm will be expected to provide the following deliverables and reports:

- Bi-weekly updates with assigned project staff, either written or verbal, on the status of the project;
- Verification/finalization of load data from SCE and PG&E, assessment and reconciliation of any data discrepancies, and execution of Non-Disclosure Agreement, if required, for individuals who will be analyzing data;
- Verification/finalization of study scope, analytic assumptions, and the three power supply scenarios to be considered;
- Draft technical study in Microsoft Word;
- Final version of study will be submitted after review by assigned project staff. Final draft shall include all appendices, pro-forma analyses, Excel spreadsheets and documentation that utilized in the development of the study;
- Presentation of study findings and results before CCA stakeholder committee and SBC Board of Supervisors.

SBC does not expect the consultant to re-create analysis that has already been performed for other jurisdictions. For the sake of economy, the consultant may submit public documents or portions of them in lieu of original analysis, provided that the consultant has conducted an independent review of them for accuracy and applicability in the tri-County region which may operate in a split utility service territory.

Project timeline: The selected firm will be expected to complete the technical study and produce copies of the final draft within 60 days of the release of the electricity load data from SCE and PG&E. It is expected that the load data request will take eight to ten weeks to fulfill from the date SCE and PG&E receive load data requests from SBC and participating jurisdictions.

IV. MINIMUM QUALIFICATIONS

To be considered for the contract, respondents must meet the following minimum qualifications:

- Knowledge of California energy markets, including statutes and regulations applicable to CCA programs, procurement processes, regulations regarding renewable portfolio standards, resource adequacy and resource planning and management;
- An understanding of the CCA formation process in California, and knowledge of compliance with California laws and regulations governing CCAs;
- Experience with financial and economic analysis and modelling, and analysis of energy demand;
- Knowledge of rate-setting and rate design;
- Familiarity with energy efficiency and demand reduction programs, demand response, renewable technologies, and other programs and technologies that might present opportunities to CCA; and
- Possession of all permits, licenses, and professional credentials necessary to supply product and perform services.

V. SUBMITTAL REQUIREMENTS

Respondents should seek clarification of any requirements they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason for submitting a non-responsive submittal.

Any clarification desired by respondent regarding the meaning or interpretation of this RFP must be requested in writing by email no later than January 6, 2016. Respondents should address any issues or questions via email to: Angie Hacker, Energy and Sustainability Division Chief, at ahacker@co.santa-barbara.ca.us. Responses to questions will be sent as an addendum by January 15, 2016 via email by SBC to all RFP recipients and also posted to the Energy and Sustainability Division's webpage at <http://cosb.countyofsb.org/csd/esi>.

Respondents should address every item listed in this RFP. Brevity and clarity are of utmost importance. Responses that do not comply with all requirements of this RFP, including the submittal deadline, will not be considered.

The responses to this RFP should be submitted electronically via email in a PDF file to Angie Hacker at: ahacker@co.santa-barbara.ca.us no later than 11:59 p.m. on January 25, 2016.

The responses shall not exceed 20 pages (double sided), but will preferably provide a full response in less pages. Type size shall be no smaller than 12 point. No cover letter is necessary. Attachments or materials submitted with the response will not be counted against the 20 page limit.

The RFP response shall include a statement signed by an owner, officer, or agent of the Respondent who is authorized to commit its firm, acknowledging and accepting the terms and conditions of this RFP.

The body of the response shall include the following minimum information about the firm:

1) Background Information

- a. Company Information;
 - a. Name of Firm
 - b. Address of Firm
 - c. Telephone & Fax Numbers
 - d. E-Mail Address
 - e. Primary Contact Person
 - f. Organization Chart
 - b. Brief History of Firm;
 - a. Legal Structure (corporation, partnership, joint venture, etc.)
 - b. Size of Firm / Staff
 - c. Years in Business
 - c. If firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of submission, who will participate in the contract;
 - d. Staff and subcontractor qualifications: The names and contact information of individuals who will be assigned to the project with information regarding education, additional applicable training, professional certification/licensing and relevant professional experience. In lieu of listing this information, a resume or curriculum vitae may be submitted if it includes all requested information;
 - e. Description of how the firm has obtained knowledge, experience and abilities relevant to the project;
 - f. At least two references familiar with respondent's previous work with current contact information;
 - g. Subcontractors: Respondents shall identify planned subcontractors with a description of work to be performed, contact information and qualifications;
- 2) **Statement of Objectivity.** SBC is committed to the presentation of a rigorous and independent analysis that will inform decision-makers and potential program leadership about the viability of a CCA program. For that reason, each respondent must describe how its analysis will be independent, objective and impartial. For example, the respondent must state that it will not bid on other projects involving CCA programs within the Study Area, describe the results of peer reviews of other studies, or provide internal policies regarding analytical rigor and conflicts of interest.
- 3) **Work Plan:** General description of proposed methodology, tasks, timeline and scheduling recommended to support SBC through completion of the study. The respondent shall identify how it would approach and reconcile load data discrepancies should they arise in order to ensure that history energy use is properly evaluated.
- 4) **Availability:** Statement that respondent is ready, willing and able to perform the work in accordance with this RFP and in accordance with respondent's proposal. The consultant must be able to complete the study within 60 days of received load data.
- 5) **Cost Proposal:** Detailed description of study costs given the known Study Area to date (20 jurisdictions), including an Excel spreadsheet (Note: cost proposal does not count in page limit). Break cost proposal down by the following:
- Labor Costs – Indicate labor classification (position) and corresponding estimated hours, related hourly rate, and total labor costs for each position. Indicate the total estimated hours and direct labor calculated. Include costs for both prime and subcontractors.
 - Overhead Costs

- Travel Expenses
- Other Reimbursable Expenses – Any expenses associated with the development and production of study, including any fees for the collection and analysis of pertinent data (Note: SBC will assume the cost of fees for initial electricity load data from PG&E and SCE).
- Provide supplemental cost estimate for the 7 cities of San Luis Obispo should they decide to opt to participate in the study. This information will be known prior to the commencement of a consultant contract.
- Provide supplemental cost estimate for each additional pro forma analysis requested by geographic area (beyond the initial five geographic areas to be analyzed).

VI. REVIEW CRITERIA

Proposals will be reviewed according to the following criteria:

- Degree to which firm’s experience matches the requirements outlined under Minimum Qualifications; project experience must be well documented;
- Information obtained via reference checks regarding a firm’s experience directly applicable to the scope of work;
- Overall competency of firm and personnel;
- Relevant skills, knowledge and qualifications of assigned professional staff;
- Quality, responsiveness and completeness of proposal relative to items in the RFP;
- Fees, rates and total costs;
- Willingness to adjust project design according to changing circumstances;
- Demonstration that firm has all necessary permits, licenses, bonding and insurance; Demonstration of capacity and resources required to complete the project according to project timeline; and
- SBC may consider any other criteria it deems relevant.

VII. SELECTION PROCEDURE

A Screening and Selection Committee comprised of SBC staff and representatives of an advisory working group will review the responses to the RFP and determine which firms complied with submittal requirements and meet the minimum criteria. The Committee will then review the eligible responses and rank the firms according to the review criteria. Firms may be asked to participate in in-person interviews or provide additional information or presentations for the Committee. The firm will be notified electronically via email if it has been selected.

See the following table for an estimated timeline of the selection process:

Event	Time Frame
RFP Notice	December 18, 2015
Deadline for Question Submittal	11:59 pm, January 6, 2016
Addendum of Questions and Answers Issued	January 15, 2016
Proposal Due	11:59pm, January 25, 2016

Proposal Evaluation	February 2016
Notice of Finalist	February 2016
Board of Supervisors Approval of Contract	March 2016
Start of Services	March 2016

VIII. GENERAL CONDITIONS:

1. General Conditions: SBC reserves the right to cancel or reject all, or a portion or portions, of the request for proposals without notice. Further, SBC makes no representations that any agreement will be awarded to any organization submitting a proposal. SBC reserves the right to reject any and all proposals submitted in response to this request.

2. Liability of Costs and Responsibility: SBC will not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold SBC harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of SBC. The selected consultant shall be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3. Validity: The consultant agrees to be bound by its proposal commencing on the date submitted to SBC. SBC may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

4. Standard Agreement: It will be assumed that the selected consultant is willing and able to enter into a Professional Services Agreement, which will not be executed by SBC without the agreement first being signed by the consultant. The consultant will be responsible for adhering to, and complying with, requirements of the RFP and signed contract.

5. Permits and Licenses: Consultant, and all of consultant's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses, including but not limited to, a City or County Business License, as applicable and Liability Insurance, which will be required in connection with the performance of services hereunder.

6. Oral and Written Explanations: SBC will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized SBC official.

County of Santa Barbara

Standard Terms and Conditions for Independent Contractors

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which **must include the contract number** we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
 - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.
 - 10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.
 - 10.2. **General and Automobile Liability Insurance.** Your *general liability* insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The *automobile liability* insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet

the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be **Additional Insured status** on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. **A copy of the endorsement evidencing that the County has been added as an additional insured on the policy, must be attached to the certificate of insurance.** The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory." *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract.* The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.*

12. **COMPLIANT COVERAGE.** In the event that you are not able to comply with our insurance requirements, the County may, at its sole discretion and at the your expense, provide compliance coverage.

13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of Insurance are at all times available in the Purchasing office as a **condition precedent to any payment by County** under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.

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

15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.

16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.

17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.

18.1. **Work In Progress.** Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.

18.2. **Payment.** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.

19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.

21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.

22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.