

AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between, the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Darryl L. Sink & Associates, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited CONTRACTOR to submit a written proposal to develop for the County a Contracts and Purchasing Academy, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

CONTRACTOR'S Proposal (Exhibit-A) dated February 10, 2014,
CONTRACTOR'S Pricing Sheet (Exhibit-B) dated February 10, 2014
AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF WORK

2.1 SCOPE OF WORK:

2.1.1 The scope of work performed by the CONTRACTOR shall focus on developing classroom teachable solutions to assist the COUNTY in addressing the following high-level organizational needs:

- 2.1.1.1 Increase productivity and efficiency throughout the contract and purchasing lifecycle; and
- 2.1.1.2 Increase the consistency of contracts and related documents across the COUNTY'S twenty-seven (27) departments and agencies; and
- 2.1.1.3 Minimize the number of internal customer complaints; and
- 2.1.1.4 Minimize the number of bid protests; and
- 2.1.1.5 Increase the likelihood of more favorable pricing terms in contracts; and
- 2.1.1.6 Minimize the number of change orders for out-of-scope work; and
- 2.1.1.7 Minimize the number of renewable or multi-year contracts that expire prior to completing and amendment; and
- 2.1.1.8 Increase contract compliance with regulatory statutes; and
- 2.1.1.9 Minimize the risk of litigation due to process errors and unfavorable contract language.

2.2 CONTRACTOR'S Scope of Work and deliverables shall consist of three phases as outlined within the CONTRACTOR'S submitted proposal, dated February 10, 2014, and attached hereto as CONTRACTOR's Proposal Exhibit-A.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including August 1, 2014.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Exhibit-B.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Contracts/Purchasing Division at the following address:

County of Monterey
Attn: Contracts/Purchasing
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

- 5.2 CONTRACTOR shall reference the County Purchase Order number on all invoices submitted to County. CONTRACTOR shall submit such invoices in accordance to the attached Cost Proposal Exhibit-B, at the completion of each identified deliverable, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT is valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this

AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

14.0 NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

15.0 INTELLECTUAL PROPERTY RIGHTS

- 15.1 All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.
- 15.2 For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.
- 15.3 Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving

notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Darryl L. Sink
Darryl L. Sink & Associates, Inc.
One Cielo Vista Place
Monterey, CA 93940
Tel. No.: (831) 649-8348
FAX No.:
Jane Sink jane@dsink.com

17.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

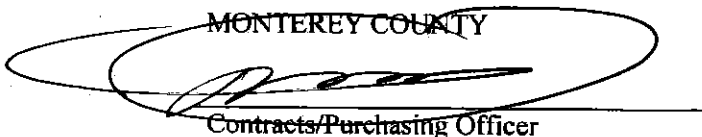
CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

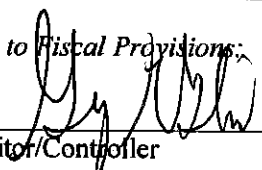
--END OF AGREEMENT SECTION--

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 2-18-14

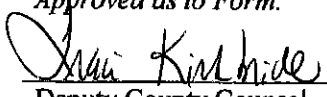
Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 2-18-14

Approved as to Liability Provisions:

Risk Management

Dated: _____


Approved as to Form:

Deputy County Counsel

Dated: 2/18/14

County Board of Supervisors' Agreement Number: _____


*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR

By: 
Signature of Chair, President, or Vice-President

Darryl L. Sink President
Printed Name and Title

Dated: 2-18-2014

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

JANE SINK, Secy, Treas.
Printed Name and Title

Dated: 2-18-2014

DARRYL L. SINK & Associates, Inc.

Monterey County Contracts and Purchasing Academy – Proposal Exhibit-A

Submitted by Darryl L. Sink & Associates, Monterey, CA

831-649-8384 www.dsink.com

February 10, 2014

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Executive Summary

COUNTY requested from Darryl L. Sink and Associates, Inc. (CONTRACTOR) for a proposal describing the development of a Contracts Academy for COUNTY.

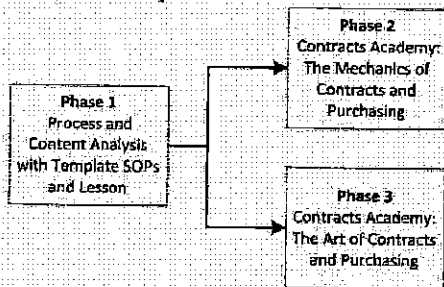
Organizational Needs

The project focuses on developing solutions to help resolve the following high-level organizational needs within the COUNTY:

- Increase productivity and efficiency throughout the contract and purchasing lifecycle.
- Increase the consistency of contracts and related documents across COUNTY's 27 departments.
- Minimize the number of internal customer complaints.
- Minimize the number of bid protests.
- Increase the likelihood of more favorable pricing and terms in contracts.
- Minimize the number of change orders for out-of-scope work.
- Minimize the number of renewable or multi-year contracts that expire prior to completing an amendment.
- Increase contract compliance with regulatory statutes.
- Minimize the risk of litigation due to process errors and unfavorable contract language.

Approach

CONTRACTOR's approach shall consist of the three phases, as illustrated in the following diagram. Phase 1 shall focus on analysis and prototyping, while Phases 2 and 3 focus on developing the Standard Operating Procedures (SOPs) and curriculum. Phases 2 and 3 shall be completed in parallel.



CONTRACTOR'S Team

The CONTRACTOR'S team who will be involved in this project includes:

- Dr. Darryl L. Sink Project Director
- Dr. Peter C. Honebein Lead Designer
- Dr. Tom Welsh E-Learning Developer
- Dr. Jeanne Farrington SOP and Job Aid Developer
- Jane Sink Project Administrator, Communications

Schedule

CONTRACTOR shall be available to start work the last week of February, 2014, with an estimated completion date of June 15, 2014. Phase 1 shall be completed first, with Phases 2 and 3 being completed in parallel.

Budget

CONTRACTOR has provided the COUNTY with the budget for this project in a separate document.

Introduction to the Proposal

COUNTY requested from Darryl L. Sink and Associates, Inc. (CONTRACTOR) for a proposal describing the development of a Contracts Academy. This proposal is based upon the following information:

- COUNTY Report for Contracts Approval Process
- Telephone calls between CONTRACTOR and COUNTY
- Process maps for Solicitation, PSA, and Amendment processes
- Example contracts and related documents for the above processes
- An information gathering meeting on 12/18/13 between CONTRACTOR and key County departments (Contracts & Purchasing, County Counsel, Budget, and Learning and Organizational Development)
- Research conducted by CONTRACTOR on other state and county Contracts and Purchasing SOPs and training programs
- Research conducted by CONTRACTOR on third-party Contracts and Purchasing certifications and training programs

Situation and Business Need

In 2008, COUNTY conducted an initial analysis of its contracting and purchasing processes. Unfortunately, due to the economic downturn, this analysis was never fully completed and solutions for addressing process issues were never implemented. In 2013, the COUNTY Board of Supervisors (BOS) set the top priorities for 2014, which were improving the Contracts and Purchasing Process and enhancing performance measurement and accountability throughout the county.

Based on the CONTRACTOR's interview with members of the COUNTY project team the following bulleted items are being targeted to improve the following high-level organizational needs:

- Increase productivity and efficiency throughout the contract and purchasing lifecycle.
- Increase the consistency of contracts and related documents across COUNTY's 27 departments.
- Minimize the number of internal customer complaints.

- Minimize the number of bid protests.
- Increase the likelihood of more favorable pricing and terms in contracts.
- Minimize the number of change orders for out-of-scope work.
- Minimize the number of renewable or multi-year contracts that expire prior to completing an amendment.
- Increase contract compliance with regulatory statutes.
- Minimize the risk of litigation due to process errors and unfavorable contract language.

To assess how these solutions reflect a well-formed human performance improvement solution, CONTRACTOR categorized each of the recommended solutions using the Six Boxes performance model (Table 1). Note that CONTRACTOR found no solutions for Consequences and Incentives and Motives and Preferences as identified by the County team. The items listed in these boxes were elicited during CONTRACTOR's interview with COUNTY staff and reflect current state experiences of various COUNTY employees.

Table 1: COUNTY Recommendations Categorized in the Six Boxes Performance Model

<p>Expectations and Feedback Methods to Communicate Performance Expectations and Provide Feedback</p> <ul style="list-style-type: none"> • 1.C.2 Strategic Plan with Goals, Objectives, and Performance Measures • 1.C.3 County Policy for Uniform Standards • 2.C.7 Performance Measures for Cycle Time and Trainer Effectiveness • 5.C.1.d Standard Set of Training Effectiveness Measures and Expectations • 6.C.2 Method for Analyzing if SKAs are Applied to Job (Level 3 Evaluation) • 6.C.3 Internal Performance Measures to Evaluate Training Outcomes 	<p>Tools and Resources Elements that Shape the Performance Environment</p> <ul style="list-style-type: none"> • 1.C.1 Contract Compliance Unit • 1.C.4, 7.C.2.a Advantage Solicitation System • 1.C.5, 7.C.2.b SharePoint System • 2.C.5, 4.C.3 Standard Operating Procedures (SOPs) • 4.C.2 Terms and Conditions Matrix • 4.C.5 Board Report for Risk Provisions • 5.C.1.b Contracts Academy Required for Staff with Contract Duties • 7.C.1 E-Signature Capabilities for Approval Process • 7.C.3 CGI Advantage System 	<p>Consequences and Incentives What Happens When Staff Performs Well? When Staff Doesn't Perform Well?</p> <ul style="list-style-type: none"> • Contract gets approved (reward) • Must explain the situation to the BOS (punishment) • Must receive and resolve internal customer complaints (punishment)
<p>Skills and Knowledge Training and Non-Training Interventions</p> <ul style="list-style-type: none"> • 3.C.1, 6.C.1 Contracts Academy with In-House Trainers and Outside Courses <ul style="list-style-type: none"> ○ 5.A.8.a Knowledge Areas ○ 5.A.8.b Skill Areas 	<p>Selection and Assignment What Employees Bring to the Job</p> <ul style="list-style-type: none"> • 1.C.1.a CCU Staff - Technical Member Operational Support • 2.C.3 IT as an Approving Department • 2.C.4 Roles and 	<p>Motives and Preferences Attitudes and Factors for Employee Satisfaction</p> <ul style="list-style-type: none"> • Gaming the system to bypass policies or procedures that are

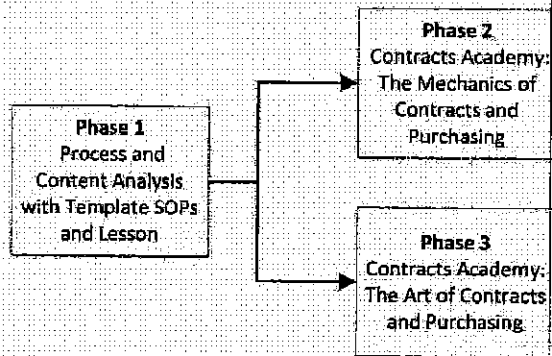
<ul style="list-style-type: none"> o 5.A.8.c Abilities • 3.C.2 Contracts Staff to Demonstrate Competency • 5.C.1.c Contracts Staff Accountable for Practices and Procedures • 5.C.1.e BOS Overview Course • 7.C.2.a Advantage Solicitation Training • 7.C.2.b SharePoint Training 	<p>Responsibilities Document</p> <ul style="list-style-type: none"> o 2.C.6 Approving Department Staff o 2.C.8 RM & CP Agree on Oversight o 4.C.4 Department Heads Can No Longer Execute Contracts • 5.C.1.a Select Contracts Academy Trainers • 7.C.3.a Business Analyst Resource for Contracts Functionality 	<p>considered barriers (reward)</p> <ul style="list-style-type: none"> • Must spend more time correcting the situation (for example, expired agreements) (punishment)
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COUNTY desires that the Contracts Academy embraces similar instructional methods and media that COUNTY has used in its other academies, such as the Human Resources Academy, Finance and Accounting Academy, and Leadership Academy. The key characteristics of these other academies include:

- Instructor-led lessons taught by internal subject matter experts (SMEs), one lesson per week, with each lesson no longer than four hours in duration.
- E-learning lessons, delivered to learners through COUNTY's Learning and Development Network learning management system.
- Identification of third-party training solutions, either instructor-led or e-learning.
- Alignment with appropriate professional certification awarded through third-party standardized examinations.
- Structured on-the-job, portfolio-type projects administered by COUNTY.

CONTRACTOR's Approach

The following section describes CONTRACTOR's approach for developing the Contracts Academy and contributing to the design and development of other key solutions described in Table 1 above. The approach has three phases:



The vision and scope of each of these phases is described in the sections below.

CONTRACTOR is uniquely qualified to complete this scope of work:

- For Phase 1, CONTRACTOR's teams of consultants have significant experience and expertise in process and content analysis in a wide variety of industries. Dr. Honebein's Internal Service Experience Blueprinting™ approach uses state-of-the-art methods for aligning processes with metrics and user requirements.
- For Phases 2 and 3, CONTRACTOR's systematic instructional design and development model developed by Dr. Sink has guided the design of award winning instructor-led and e-learning courses for hundreds of clients. Dr. Welsh and Dr. Honebein have specialized expertise in the area of e-learning design and development. All CONTRACTOR consultants are recognized experts in the instructional design field, as practitioners, researchers, and instructors of instructional design and human performance methods and strategies.
- For the overall project, CONTRACTOR consultants have significant experience with high priority, high visibility projects in organizations, which includes advising senior executives and boards on the strategy for such projects.

Phase 1 -- Process and Content Analysis with Template Solutions

The goal of this phase is to develop the process maps and core content that will form the backbone of the Contracts Academy. Additionally, this phase will develop and test template solutions for Standard Operating Procedures (SOPs) and instructor-led training for selected content. The key performance areas this phase will address are:

- Increasing productivity and efficiency
- Minimizing internal complaints
- Increasing consistency

This phase starts with CONTRACTOR working with key COUNTY staff to clarify and quantify the organizational and performance needs, measures, and metrics associated with the Contracts and Purchasing process. As indicated in the Expectations and Feedback box (Table 1), COUNTY desires, as part of the Contracts Academy, to know how well the Contracts Academy solutions are impacting performance. To accomplish this, COUNTY needs to know what to measure so that CONTRACTOR can design appropriate methods for assessing Contracts Academy outcomes.

Next, CONTRACTOR will work with key COUNTY staff to enhance the Contracts and purchasing process maps. Currently, Contracts and Purchasing Analysts have drafted initial process maps:

- Solicitation
- PSA
- Amendment

CONTRACTOR recommends that COUNTY adopt Dr. Honebein's Internal Service Experience Blueprint™ method for enhancing these existing process maps, which is illustrated in Figure 1. Each swim lane in the blueprint represents the person or thing that performs specific activities. Each box in the blueprint represents a step, and the lines between the steps illustrate the flow. The red text describes problems associated with a step, possible improvements to a step, or metrics for a step. CONTRACTOR recommends this method of process blueprinting because it:

- Describes the relationship between goals, tasks, and actions, as well as their associated standards of performance.
- Integrates user requirements for the different Contracting and Purchasing processes.
- Illustrates the steps performed by specific actors in the process, which provides the content for a Roles and Responsibilities matrix.
- Shows what data systems (such as Advantage Solicitation and SharePoint) actors must interact with to complete tasks.
- Enables one to identify ways that the process might be improved.
- Allows for the collection of tangible, example documents and deliverables associated with a task.
- Provides greater detail as to the specific steps one must perform to accomplish key outcomes, which can then be documented and elaborated in an SOP, checklist, and/or job aid.
- Helps identify the root cause of process errors and facilitates ongoing process improvement.

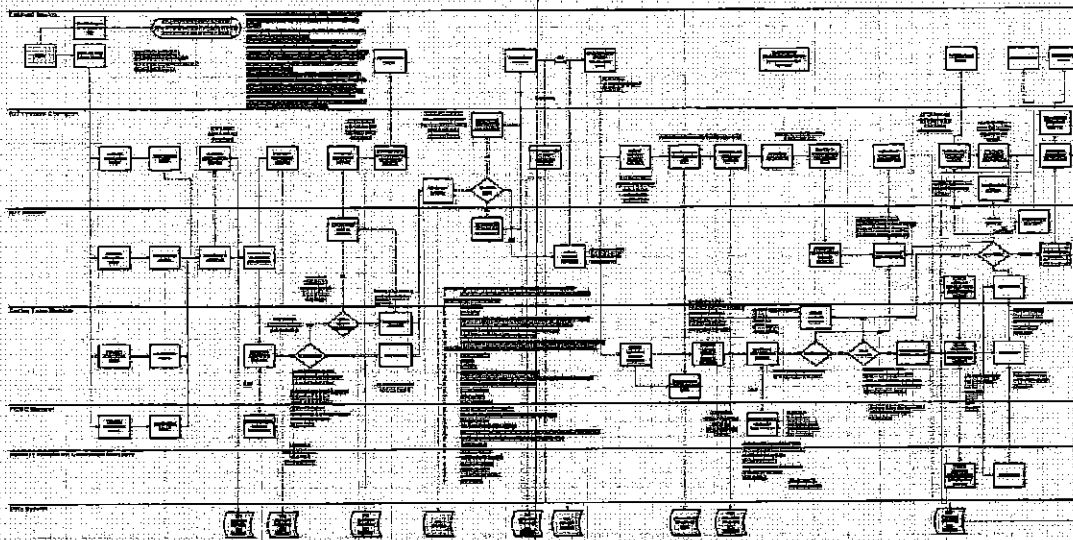


Figure 1: Example of an Internal Service Experience Blueprint

Finally, based upon the content documented in the Internal Service Experience Blueprints, CONTRACTOR will develop:

- **Contracts and Purchasing Lifecycle Model.** This is a simple, visual representation of the Contracts and Purchasing Lifecycle synthesized from the blueprints. Its purpose is to be the primary visual symbol to set COUNTY staff expectations regarding Contracts and purchasing activities.
- **Role and Responsibility Matrices/Organizational Chart/Grid.** These matrices describe who is Responsible, Accountable, Consulted, and Informed (RACI) for the various tasks described in the blueprints. These matrices also double as a curriculum map, which describes what level of training each role requires for each process. The organization chart/grid depicts the roles and what those roles touch in the process.
- **Contracts & Purchasing Performance Survey.** CONTRACTOR will develop a survey enabling COUNTY to conduct a Level 3 evaluation of the Contracts Academy. We envision this survey including a series of items that assess employee attitudes about and satisfaction with the Contracts and Purchasing process. CONTRACTOR will design the survey so that baseline and longitudinal data may be collected for pre-post analyses.
- **Template SOPs.** CONTRACTOR and COUNTY will select one process and then write and test SOPs for that process. These initial SOPs will form the template for the remaining SOPs that will be developed in Phase 2. CONTRACTOR recommends writing SOPs using the Information Mapping™ method of structured writing. This method produces clear, easy-to-read SOPs that can easily integrate checklists and job aids.
- **Template Employee Training.** CONTRACTOR and COUNTY will select an appropriate sub-set of content from the internal service blueprints (likely the same as used for the SOPs) and develop an instructor-led training lesson of up to four hours that teaches that content. CONTRACTOR will then test the lesson with members of the target audience. This initial lesson will form the template for the remaining instructor-led training that CONTRACTOR will develop in Phases 2 and 3 (see the Phase 2 and 3 sections below for a complete description of our vision for the curriculum).

Phase 1 – Summary of Scope of Services

Deliverable	Description	Scope
1. Needs, Measures, and Metrics Report	A report documenting the key needs, measures, and metrics associated with the Contracts and Purchasing. Includes COUNTY standard measures.	<ul style="list-style-type: none"> • MS Word/PDF document • Up to three pages • One revision cycle
2. Internal Service Experience Blueprints	Swim lane process maps that document goal, tasks, and steps across a variety of actors.	<ul style="list-style-type: none"> • Visio/PDF document • Internal Service Experience Blueprint™ method • Up to three unique Contracts and Purchasing processes • Up to two revision cycles per each blueprint
3. Contracts and Purchasing Lifecycle Model	Simple, visual representation of the Contracts and Purchasing lifecycle.	<ul style="list-style-type: none"> • Adobe Illustrator/PDF/EPS document • Color and black-and-white versions • One revision cycle
4. Role and Responsibility Matrices	Role and responsibility matrices based upon the RACI method of role definition. Also includes develop an organizational chart/grid based upon the roles/responsibilities.	<ul style="list-style-type: none"> • MS Excel/PDF document • Up to ten pages • One revision cycle
5. Contracts & Purchasing Performance Survey	An employee survey that assesses baseline and longitudinal employee attitudes about and satisfaction with the Contracts and Purchasing process.	<ul style="list-style-type: none"> • MS Word/PDF document • Up to 20 survey items • One revision cycle
6. Template Standard Operating Procedures (SOPs)	Written procedures for accomplishing Contracts and Purchasing tasks described in one blueprint or process.	<ul style="list-style-type: none"> • MS Word/PDF documents • Information Mapping™ method used to write SOPs • SOPs for one unique process, up to 36 one-to-two-page SOPs. • One testing/validation cycle • Up to two revision cycles

<p>7. Template Employee Training: Introduction to Contracts and Purchasing Processes Lesson</p>	<p>An instructor-led training lesson incorporating a subset of Contracts and Purchasing content described in the blueprints. Will be part of the <i>Mechanics of Contracts and Purchasing</i> curriculum. Taught by COUNTY subject matter experts.</p>	<ul style="list-style-type: none"> • Abbreviated design document, up to five pages. • MS PowerPoint/PDF presentation slides with integrated Level 2 leader guide. • Up to four hours of instructor-led training • One testing/validation cycle • Up to two revision cycles • Train the trainer session
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Phase 2 – Contracts Academy: The Mechanics of Contracts and Purchasing

The goal of this phase is to develop the remaining set of SOPs and lessons for the Mechanics of Contracts and Purchasing curriculum. These solutions are based upon the initial analysis and design work done in Phase 1. Like the Phase 1 employee training template lesson, CONTRACTOR recommends that these remaining lessons focus on teaching the *mechanics of contracts and purchasing*. By mechanics, CONTRACTOR means a set of instructor-led and e-learning courses that, when combined with the SOPs, enable COUNTY staff across the 27 different departments to perform their roles in the contracting process. Similar to Phase 1, the key performance areas these solutions will impact are:

- Increasing productivity and efficiency
- Minimizing internal complaints
- Increasing consistency
- Minimizing number of Renewal Agreement Amendments

For the remaining SOPs, CONTRACTOR and COUNTY will develop a list of SOPs that need to be written based upon the content in the Internal Service Blueprints. Then, using the template SOP as the model, CONTRACTOR will develop the remaining SOPs specified on the list.

Note: CONTRACTOR will develop SOPs. As defined in the Phase 1 and Phase 2 scopes of services, CONTRACTOR will develop up to 108 one-to-two-page SOPs. Within the process of SOP development, CONTRACTOR is pleased to involve COUNTY staff members so they can learn the methods for SOP development.

For the remaining lesson development, CONTRACTOR will prepare a design document that COUNTY will review and approve. This document describes the:

- Audience
- Course goal
- Key learning objectives
- Structure and content of each lesson in the course
- Student assessment methods
- Resources to conduct the course.

In addition to content represented in the blueprints and SOPs, the core content for the Mechanics of Contracts and Purchasing curriculum will also include:

- County procurement methods
- Types of RFQ, RFP, Agreements, Purchase Orders
- Automated procurement systems (knowledge of and using)
- Contract review and approval levels
- Formation of written scope of services and deliverables
- Using MS Word (track changes function) and managing multiple versions of contract documents

CONTRACTOR's vision for the Mechanics of Contracts and Purchasing curriculum is described below, which helps establish CONTRACTOR's scope of services for this phase. The final curriculum design will be developed in collaboration with COUNTY and may be modified after further analysis of COUNTY's training and development context. As described in the Phase 1 and Phase 2 scope of services:

- CONTRACTOR will test the lessons and modify them to incorporate designer, learner, and instructor feedback.
- CONTRACTOR will accommodate up to two test/revision cycles. For example, one test might involve single subject/small group, and the other might occur with the initial launch of the Contracts Academy (where the first running of the Contracts Academy is considered a test).

Possible Curriculum Design

CONTRACTOR envisions the Mechanics of Contracts and Purchasing starting with a four-hour instructor-led lesson (Note that this lesson will likely be the one developed in Phase 1) that:

- Introduces learners to the key contracting and purchasing performance needs through an interactive, involvement activity.
- Explains the phases of the contracting and purchasing lifecycle.
- Reviews the blueprints and SOPs – what they are for, how they are structured, and how they are used.
- Clarifies the roles and responsibilities of key staff.
- Sets expectations for the remaining e-learning and instructor-led lessons.

Then, over the next couple of weeks, learners complete a series of up to eight, 30-minute e-learning lessons that provide more detailed instruction on the core content topics listed above. Most of the e-learning lessons will be text-and-graphic based, while the procurement systems lessons may include animated screen demonstrations. After completing the lessons, learners take a comprehensive online exam that assesses their mastery of the core content.

Next, learners who have passed the exam return to the classroom for another four-hour instructor-led lesson. The focus of this lesson is a role play/simulation of the contracts and purchasing process. After a debriefing of the activity and core content, the lesson ends with instructions for a structured on-the-job training (OJT) activity.

The structured OJT activity engages learners in applying the skills and knowledge they have learned to a series of contracting and purchasing tasks that are appropriate for their role in the organization. After completing these tasks, learners present evidence to their supervisors and the Learning and Organizational Development group that they have completed the structured OJT requirements. Evidence may include completed OJT checklists, a reflection paper, and a portfolio of relevant documents (for example, a scope of work) prepared by the learner.

The following curriculum map for the Contracts Academy: Mechanics of Contracts and Purchasing depicts the path learners will take through the curriculum. As shown, learners selected for the Contracts Academy start with the introductory instructor-led training unit. Learners then complete the various e-learning lessons. Once all the e-learning lessons are complete, learners are eligible to attend the instructor-led role-play/simulation instructor led lesson. This is then followed by the structured on-the-job learning experience.

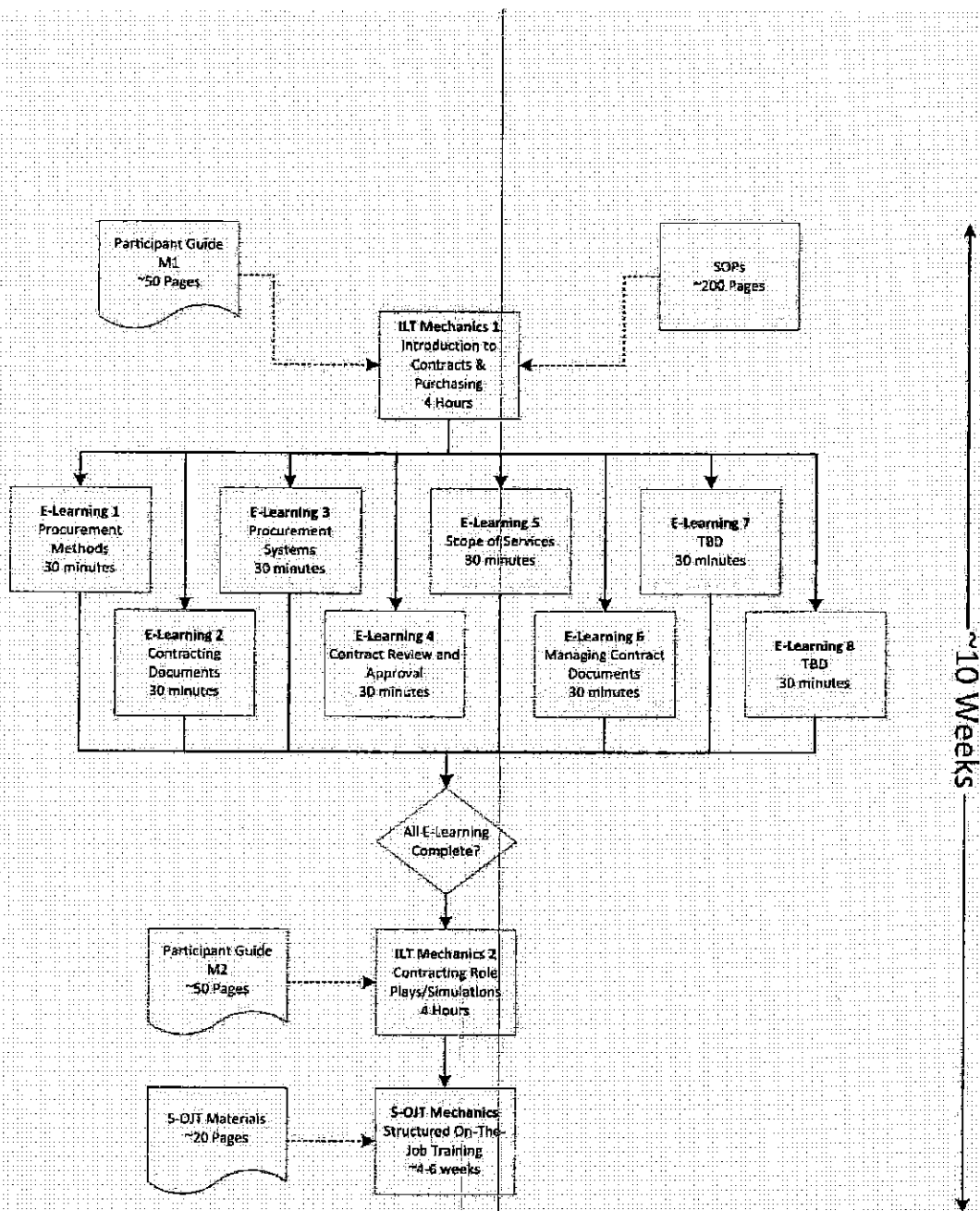


Figure 2: Curriculum Map for Contracts Academy: Mechanics of Contracts and Purchasing

Phase 2 – Summary of Scope of Services

Deliverable	Description	Scope
1. Design Document	A written report that describes the design of the remaining Mechanics of Contracts and Purchasing curriculum. Includes evaluation plan for the curriculum.	<ul style="list-style-type: none"> • MS Word/PDF document • Up to 40 pages • One revision cycle
2. Mechanics of Contract and Purchasing e-Learning Lessons	Self-paced, e-learning courses delivered through COUNTY's Learning and Development Network	<ul style="list-style-type: none"> • Adobe Capitivate or Lectora source code and SCORM packages • Up to eight, 30 minute lessons • Up to two testing/validation cycles • Up to two revision cycles
3. Contracts and Purchasing Processes Role Play/Simulation Lesson	An instructor-led lesson taught by COUNTY subject matter experts.	<ul style="list-style-type: none"> • MS PowerPoint/PDF participant guide • MS PowerPoint instructor slides • PDF instructor guide • Up to four hours of instruction • Up to two testing/validation cycles • Up to two revision cycles • Train the trainer session
4. Structured OJT Instructions	Instructions for both learner and supervisor for a structured OJT activity related to contracts and processing.	<ul style="list-style-type: none"> • MS Word/PDF instructions for learner, up to ten pages • MS Word/PDF instructions for supervisor, up to ten pages
5. Standard Operating Procedures (SOPs)	Written procedures for accomplishing Contracts and Purchasing tasks described in the blueprints.	<ul style="list-style-type: none"> • MS Word/PDF documents • Information Mapping™ method used to write SOPs • SOPs for two unique processes, up to 72 one-to-two-page SOPs. • One testing/validation cycle • Up to two revision cycles

Phase 3 – Contracts Academy: The Art of Contracts and Purchasing

The goal of this phase is to develop the “finishing school” for the Contracts Academy. CONTRACTOR recommends that this curriculum focuses on teaching the *art of contracts and purchasing* – essentially, the secrets of success for contract management. CONTRACTOR envisions a set of instructor-led lessons and structured OJT activities that enable a *subset* of COUNTY staff across the 27 different departments to manage risk and improve value throughout the contracting lifecycle. The key performance areas this curriculum will impact are:

- Minimize the number of bid protests
- Increase the likelihood of more favorable pricing and terms in contracts.
- Minimize the number of change orders for out-of-scope work.
- Increase contract compliance with regulatory statutes.
- Minimize the risk of litigation due to process errors and unfavorable contract language.

The core content for the Art of Contracts and Purchasing curriculum will include:

- Contract Creation
 - Contract law and regulations
 - Contract techniques for best value and sole source
 - Researching statutory requirements for county procurement
 - Reading and interpreting contract language
 - Comprehend complex contract terms and conditions
 - Business and industry best practices and market conditions
 - Evaluate risk associated with contracting of goods and services
- Contract Entry
 - Negotiating contract terms and conditions
 - Payment terms
 - Determine price reasonableness
 - Understanding and applying indemnification and insurance requirements
 - Setting milestones for contract fulfillment
- Contract Management
 - Determine vendor performance failings
 - Recognizing and responding to evidence of contractor non-performance
 - Developing the County’s position on bid protests before or after award.
 - Developing and managing multiple, long-term contracts

The Art of Contracts and Purchasing curriculum should also encourage ongoing development of knowledge and skills related to contracts and purchasing among *selected* staff in all 27 departments who have a *significant* role in the contracts and purchasing process. Some learners may want to earn Certified Professional Public Buyer (CPPB) or Certified Public Purchasing Officer (CPPO) certification, while others may need to keep up with the latest trends and issues associated with contracts and purchasing. This type of development should be part COUNTY’s yearly performance and development planning process, and should be informed/guided by the contracts and purchasing process performance results, regulatory and industry trends, and the needs of COUNTY.

Prior to any curriculum development, CONTRACTOR will prepare a design document that is similar in structure to the design document described in Phase 2. CONTRACTOR’s vision for

the curriculum is described below, which helps establish CONTRACTOR's scope of services. The final curriculum design will be developed in collaboration with COUNTY and may be modified after further analysis of COUNTY's training and development context.

Possible Curriculum Design

CONTRACTOR envisions the Art of Contracts and Purchasing curriculum as:

- One, four-hour introductory lesson
- A series of three, four-hour case-based lessons
- Structured OJT involving an on-the-job project
- A guidebook for ongoing development planning and supporting resources related to contracts and purchasing professional development

The introductory lesson will provide learners an overview of the art of contracts and purchasing. Additionally, it will orient learners to the three case study lessons, in terms of expected readings and the case study method. Primary content for the course will consist of readings and other materials suggested by the Universal Public Procurement Certification Council (UPPCC) (<http://www.uppcc.org/certified/preparation.aspx>) that contribute to attaining CPPB or CPPO certification. Learners whose role would benefit from CPPB or CPPO certification may complete other third-party courses as part of their ongoing professional development.

At the end of the introductory lesson (and each subsequent case-based lesson), learners will receive the case study and associated reading materials. Learners will read these materials during over two-week period and complete tasks related to the case. Cases will feature a situation associated with contract creation, contract entry, or contract management. During the case-based lesson, the instructor will facilitate a two-hour discussion that explores the issues and possible solutions associated with the case. During the remaining two hours, the instructor and learners will review worked example documents that model some of the possible solutions and the instructor will introduce the case for the next two-week period. The aim here is for learners to leave each lesson with good models of desired performance. The last hour of the last lesson will have learners complete a scenario-based multiple choice exam.

Following successful completion of the exam, learners will choose a structured OJT activity that is appropriate for their role in the organization and the competency they want to develop. For example, some learners may want to focus on writing RFQs, while others might want to focus on contract management. Whatever learners chose must be negotiated with their supervisor. After completing the project, learners present evidence to their supervisors and the Learning and Organizational Development group that they have completed the structured OJT requirements. Evidence may include completed OJT checklists, a reflection paper, and a portfolio of relevant documents (for example, a scope of work) prepared by the learner.

For continuing professional development in the Art of Contracts and Purchasing, CONTRACTOR envisions developing a short, self-instructional guide that helps COUNTY staff develop well-formed development objectives that are aligned with the contracting and purchasing needs of COUNTY. Additionally, the Contracts Academy project steward shall

curate a monthly email notification and intranet web page that summarizes webinars, conferences, and other calendar-based resources related to contracts and purchasing issues.

The following curriculum map for the Contracts Academy: Art of Contracts and Purchasing depicts the path learners will take through the curriculum. As shown, learners who have successfully completed the Mechanics curriculum and whose role requires Arts training may start the curriculum. Curriculum begins with an introductory course, followed by specialization courses in Contract Creation, Contract Entry, and Contract Management. This is then followed by structured on-the-job training, and, if the role requires it, further ongoing development through development objectives.

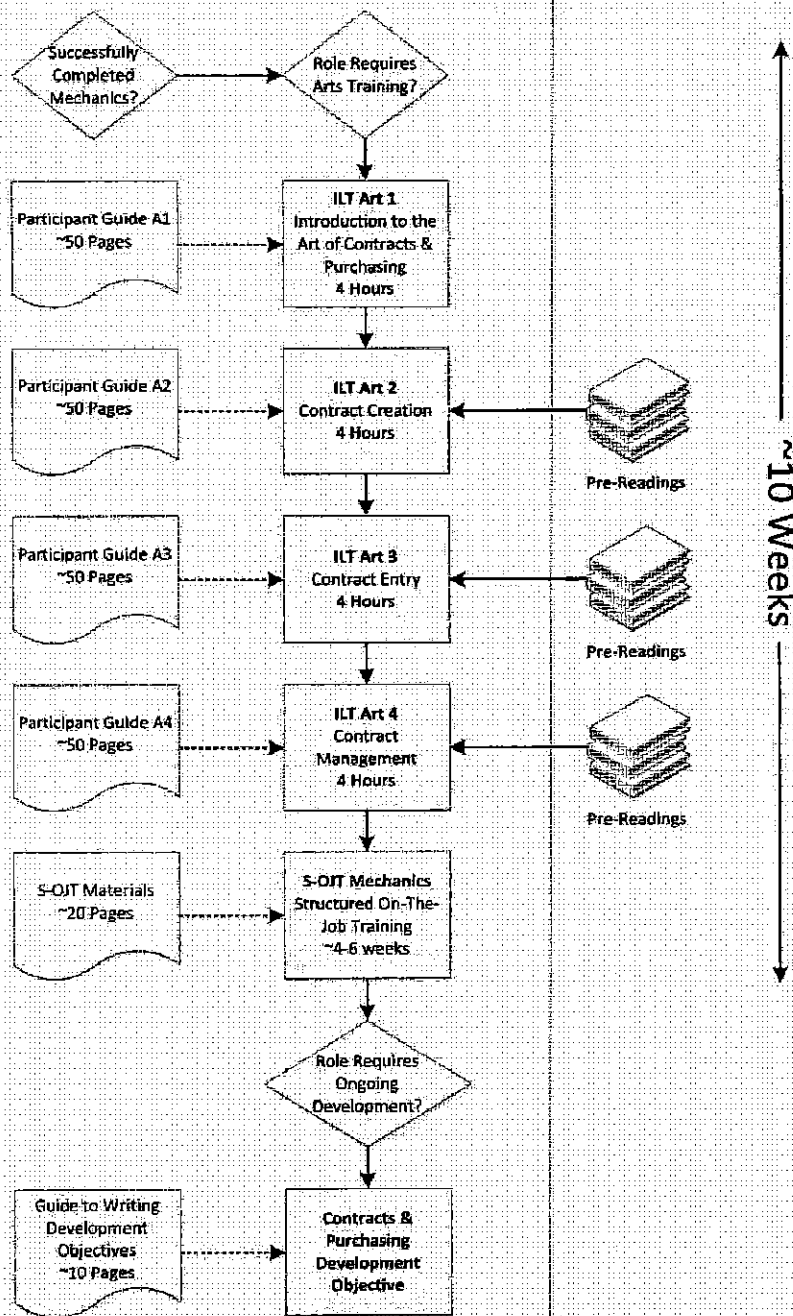


Figure 3: Curriculum Map for Contracts Academy: Art of Contracts and Purchasing

Phase 3 – Summary of Scope of Services

Deliverable	Description	Scope
1. Design Document	A written report that describes the design of the Art of Contracts and Purchasing curriculum. Includes evaluation plan for the curriculum.	<ul style="list-style-type: none"> • MS Word/PDF document • Up to 40 pages • One revision cycle
2. The Art of Contracts and Purchasing Lessons	Instructor-led lessons taught by COUNTY subject matter experts.	<ul style="list-style-type: none"> • MS PowerPoint/PDF participant guide • MS PowerPoint instructor slides • PDF instructor guide • Up to 16 hours of instruction • Up to two testing/validation cycles • Up to two revision cycles • Train the trainer session
3. Structured OJT Instructions	Instructions for both learner and supervisor for a structured OJT activity related to contracts and processing.	<ul style="list-style-type: none"> • MS Word/PDF instructions for learner, up to ten pages • MS Word/PDF instructions for supervisors, up to ten pages
4. Guide to Writing Contracts and Purchasing Individual Development Objectives with Sample Resources Notification	<p>A written guide/job aid that provides COUNTY staff ideas for writing a development objective for a contracts and purchasing competency. Also includes a list of recommended resources.</p> <p>A sample email that announces a variety of calendar-based learning experiences related to contracts and purchasing topics.</p>	<p>Guide:</p> <ul style="list-style-type: none"> • MS Word/PDF document • Up to 10 pages • One revision cycle <p>Sample Email/Web Page</p> <ul style="list-style-type: none"> • MS Word/PDF document • Up to two pages • One revision cycle

Roles and Responsibilities

The following section introduces the CONTRACTOR team and their associated roles and responsibilities for the project, as well as COUNTY's team and their expected roles and responsibilities.

CONTRACTOR Team

Team Member	Role	Responsibilities
Darryl Sink	Project Director	<ul style="list-style-type: none"> • Client relationship and contract management • Advising design and development tasks • CONTRACTOR work product reviews and editing • Train-the-trainer • Evaluation planning
Jane Sink	Project Administrator	<ul style="list-style-type: none"> • Project logistics and billing
Peter Honebein	Lead Designer	<ul style="list-style-type: none"> • Day-to-day project management • Process and content analysis • SOP writing • Course design and development (e-learning, instructor led, S-OJT) • CONTRACTOR work product reviews and editing • Train-the-trainer • Evaluation planning
Tom Welsh	E-Learning Developer	<ul style="list-style-type: none"> • E-Learning course design and development
Jeanne Farrington	Course, SOP and Job Aid Developer	<ul style="list-style-type: none"> • Write SOPs • Develop checklists and job aids • Course design and development

COUNTY Team

The following list is CONTRACTOR's initial assessment of the COUNTY team and their expected roles and responsibilities. CONTRACTOR will need COUNTY's assistance to validate and refine this list.

Team Member	Role(s)	Responsibilities
Mike Derr	Contracts and Purchasing Officer	<ul style="list-style-type: none"> • Provide content for process and content analysis • SME • Provide content for training courses • Review CONTRACTOR work products <p>Teach Contracts Academy Courses</p>

Debra Bayard	Lead SME	<ul style="list-style-type: none"> • Contract management • Provide content for process and content analysis • Provide content for training courses • Review CONTRACTOR work products • Identify Additional SME's • Teach Contacts Academy Courses
Veronica Fernandez	Project Sponsor	<ul style="list-style-type: none"> • Contract management • Fiscal Logistics • SME • Support in development of CONTRACTOR's contract • Review CONTRACTOR work products
Yvonne Walker	Learning and Development Director	<ul style="list-style-type: none"> • Facilitate relationship and scheduling between CONTRACTOR and COUNTY staff • Provide CONTRACTOR guidance regarding existing COUNTY Learning and Organizational Development standards, methods, technologies, processes, audience characteristics, and so on. • Review CONTRACTOR work products • Evaluate ongoing succession planning of future Contracts & Purchasing Academies.
Meryl Bryant	Learning and Organizational Development Advisor	<ul style="list-style-type: none"> • Facilitate relationship and scheduling between CONTRACTOR and COUNTY staff • Provide CONTRACTOR guidance regarding existing COUNTY Learning and Organizational Development standards, methods, technologies, processes, audience characteristics, and so on. • Provide content for process and content analysis • Provide content for training courses • Review CONTRACTOR work products • Identify additional SME's •

Wendell Sells	Project Steward	<ul style="list-style-type: none"> Facilitate relationship and scheduling between CONTRACTOR and COUNTY staff Provide CONTRACTOR guidance regarding existing COUNTY Learning and Organizational Development standards, methods, technologies, processes, audience characteristics, and so on. Review CONTRACTOR work products <p>Evaluate ongoing succession planning of future Contracts & Purchasing Academies.</p>
Auditor/Controller Risk Management County Counsel Contracts/Purchasing Clerk of the Board Department Representatives (Focus Groups)	Lead Entities	<ul style="list-style-type: none"> Provide content for process and content analysis Provide content for training courses Review CONTRACTOR work products Identify additional SME's Teach Contracts Academy courses.

Estimated Involvement of COUNTY Team

To complete the scope of work CONTRACTOR has described above, CONTRACTOR requires access to and participation of staff with subject matter expertise to provide content and participate in reviews of various deliverables. The following table describes each role and its estimated involvement (based upon a 40-hour work week) in the project.

Role	Estimated Involvement
Project Steward	40% across life of the project
Primary Subject Matter Experts	40% in the first month 30% in subsequent months
Secondary Subject Matter Experts	20% in the first month 10% in subsequent months
Other Core Team Roles	< 10% across life of the project
Internal Customers	< 5% across life of the project

Project Schedule

The following outlines the expected schedule for the project on a week-by-week basis, with corresponding activities and deliverables.

Timeframe – Week Of	Key Activities/Deliverables
February 24	<ul style="list-style-type: none"> • Project kickoff meeting • Develop project plan • Begin Phase 1 Internal Service Experience Blueprinting sessions
March 3	<ul style="list-style-type: none"> • Continue Phase 1 Internal Service Experience Blueprinting sessions
March 10	<ul style="list-style-type: none"> • Continue Phase 1 Internal Service Experience Blueprinting sessions • Conduct walk-throughs of completed Internal Service Experience Blueprints • Deliver Needs, Measures, and Metrics report • Contracts and Purchase Performance survey • Deliver example Phase 1 SOP for review and approval
March 17	<ul style="list-style-type: none"> • Conduct walk-throughs of completed Phase 1 Internal Service Experience Blueprints • Deliver Phase 1 SOPs completed to-date for review and approval • Review, finalize, and approve Phase 1 Internal Service Experience Blueprints • Begin Phase 1 Template Employee Training course design session
Week of March 24	<ul style="list-style-type: none"> • Deliver Phase 1 Template Employee Training design document • Deliver Contracts and Purchasing Lifecycle Model • Deliver Role and Responsibility Matrices • Deliver Phase 1 SOPs completed to-date for review and approval • Deliver list of recommended Phase 2 SOPs
Week of March 31	<ul style="list-style-type: none"> • Develop Phase 1 Template Employee Training materials • Begin writing Phase 2 SOPs • Deliver Phase 2 Mechanics of Project Management design document • Review, finalize, and approve Phase 2 Mechanics of Project Management design document
Week of April 7	<ul style="list-style-type: none"> • Test Phase 1 Template Employee Training materials • Begin development of Phase 2 Mechanics of Project Management e-learning lessons • Begin Phase 3 Art of Project Management course design sessions • Deliver Phase 2 SOPs completed to-date for review and approval
Week of April 14	<ul style="list-style-type: none"> • Begin development of Phase 2 Mechanics of Project Management instructor-led lessons • Deliver Phase 2 SOPs completed to-date for review and approval

Week of April 21	<ul style="list-style-type: none"> • Deliver Phase 3 Art of Project Management design document • Review, finalize, and approve Phase 3 Art of Project Management design document • Deliver and review first e-learning lesson; pilot test the e-learning lesson with single subjects from the target audience • Deliver Phase 2 SOPs completed to-date for review and approval
Week of April 28	<ul style="list-style-type: none"> • Deliver and review Phase 2 Mechanics of Project Management instructor-led lesson • Deliver and review other Phase 2 e-learning lessons as they are available • Begin development of Phase 3 Art of Project Management lessons • Deliver Phase 2 SOPs completed to-date for review and approval
Week of May 5	<ul style="list-style-type: none"> • Deliver and review other Phase 2 e-learning lessons as they are available • Test and train Phase 2 Mechanics of Project Management instructor-led lessons
Week of May 12	<ul style="list-style-type: none"> • Deliver and review other Phase 2 e-learning lessons as they are available • Begin writing Phase 3 Guide to Writing Contracts and Purchasing Individual Development Objectives • Deliver final versions of Phase 2 Mechanics of Contracts and Purchasing instructor-led lessons and SOJT materials
Week of May 19	<ul style="list-style-type: none"> • Deliver and review Phase 3 Art of Project Management instructor-led lessons • Deliver and review other Phase 2 e-learning lessons as they are available • Deliver and review Guide to Writing Contracts and Purchasing Individual Development Objectives.
Week of May 26	<ul style="list-style-type: none"> • Test and train Phase 3 Art of Project Management instructor-led lessons • Deliver final versions of Phase 2 Mechanics of Contracts and Purchasing e-learning lessons
Week of June 2	<ul style="list-style-type: none"> • Deliver final versions of Phase 3 Art of Contracts and Purchasing instructor-led lessons and SOJT materials • Wrap up project • Conduct project post-mortem meeting

Project Budget

Per COUNTY instructions, CONTRACTOR has provided COUNTY the budget for this project in a separate document.

CONTRACTOR's budget includes the services and quantified deliverables described above in the Phase 1, 2, and 3 scopes of services tables. CONTRACTOR's budget does not include:

- The cost of printing or duplicating SOPs and instructor and participant materials for the Contracts Academy.
- The cost of third-party materials CONTRACTOR may recommend in its design documents for this project that are provided to Contracts Academy participants, such as books, articles, and certification exams.
- The cost of third-party training courses that CONTRACTOR may recommend in its design documents for this project that are provided to Contracts Academy participants, such as software training.

Proposal Summary

CONTRACTOR looks forward to fulfilling the requirements of this project and thanks Monterey County for the opportunity to present this proposal. Those who have reviewed this proposal should agree that CONTRACTOR's approach:

- Aligns with the organizational and performance needs COUNTY has specified for the contracts and purchasing initiative
- Is logical, systematic, and evidence-based, built upon the generally-accepted methods and principles of human performance improvement and instructional systems design
- Leverages existing COUNTY training and development practices that are "bright spots", thus reducing barriers to adoption
- Creatively synthesizes a very complex topic into an achievable solution
- Provides a world-class team of expert designers with a track record of accomplishing high visibility and high priority projects
- Adds value by teaching COUNTY staff key methods, such as Internal Service Experience Blueprinting and SOP writing, which can then be applied to other COUNTY projects

**Monterey County Contracts and Purchasing Academy
Cost Proposal- Exhibit-B**

Submitted by: Darryl L. Sink & Associates, Inc.

February 10, 2014

Cost Considerations

CONTRACTOR has submitted a Proposal Exhibit-A for the Contracts and Purchasing Project. This document contains cost considerations for CONTRACTOR's analysis, design and development consulting associated with each phase presented in CONTRACTOR's Proposal Exhibit-A. The costs are associated with all the major deliverables described in the proposal. This document presents the cost considerations for the phases described in CONTRACTOR's Proposal Exhibit-A. A breakdown of the costs associated with the deliverables of each phase is described below.

CONTRACTOR's budget includes the services and quantified deliverables described above in the Phase 1, 2, and 3 scopes of services tables. CONTRACTOR's budget does not include:

- The cost of printing or duplicating SOPs and instructor and participant materials for the Contracts Academy.
- The cost of third-party materials CONTRACTOR may recommend in its design documents for this project that are provided to Contracts Academy participants, such as books, articles, and certification exams.
- The cost of third-party training courses that CONTRACTOR may recommend in its design documents for this project that are provided to Contracts Academy participants, such as software training.

The fixed price for the project is **\$266,328.00**.

Phase 1 – Process and Content Analysis

The goal of this phase is to develop the process maps and core content that will form the backbone of the Contracts Academy. Additionally, this phase will develop and test template solutions for Standard Operating Procedures (SOPs) and instructor-led training for selected content.

Deliverables 1-4 – Metrics, Blueprints, Model, Roles, and Contracts & Purchasing Performance Survey	\$39,600.00
Deliverable 5 – One Process, 36 one-to-two page SOPs.	\$16,200.00
Deliverable 6 – One, Four-Hour, Instructor-Led Lesson with Try Out and Train-the-Trainer	\$18,000.00
Subtotal 50 CONTRACTOR estimated	\$73,800.00

professional person days	
Overhead, Project Expenses and Staff Support @ 8%	\$5,904.00
Total for Phase 1	\$79,704.00

Phase 2 – Contracts Academy: The Mechanics of Contracts and Purchasing

Summary: The goal of this phase is to develop the remaining set of SOPs and lessons for the Mechanics of Contracts and Purchasing curriculum. These solutions are based upon the initial analysis and design work done in Phase 1. Like the Phase 1 employee training template lesson, CONTRACTOR recommends that these remaining lessons focus on teaching the *mechanics of contracts and purchasing*. By mechanics, CONTRACTOR means a set of instructor-led and e-learning courses that, when combined with the SOPs, enable COUNTY staff across the 27 different departments to perform their roles in the contracting process.

Deliverable 1 - Design Document for ILT, E-Learning, and SOJT	\$7,200.00
Deliverable 2 – Eight, 30-minute E-Learning Lessons (Four Hours Total) with Try Out	\$28,800.00
Deliverable 3 – One, Four-Hour, Instructor-Led Lesson with Try Out and Train-the-Trainer	\$16,200.00
Deliverable 4 – SOJT Materials	\$3,600.00
Deliverable 5 – Two Processes, 72 one-to-two page SOPs.	\$32,400.00
Subtotal	\$88,200.00
59 CONTRACTOR estimated professional person days	
Overhead, Project Expenses and Staff Support @ 8%	\$7,056.00
Total	\$95,256.00

Phase 3 – Contracts Academy: The Art of Contracts and Purchasing

Summary: The goal of this phase is to develop the “finishing school” for the Contracts Academy. CONTRACTOR recommends that this curriculum focuses on teaching the *art of contracts and purchasing* – essentially, the secrets of success for contract management. CONTRACTOR envisions a set of instructor-led lessons and structured OJT activities that enable a *subset* of COUNTY staff across the 27 different departments to manage risk and improve value throughout the contracting lifecycle.

Deliverable 1 - Design Document for ILT, E-Learning, and SOJT	\$7,200.00
Deliverable 2 – Four, Four-Hour,	\$64,800.00

Instructor-Led Lesson with Try Out and Train-the-Trainer	
Deliverable 3 – SOJT Materials	\$5,400.00
Deliverable 4 - Guide to Writing Development Plans Sample Notifications (communication emails)	\$7,200.00
Subtotal 56 CONTRACTOR estimated professional person days	\$84,600.00
Overhead, Project Expenses and Staff Support @ 8%	\$6,768.00
Total	\$91,368.00

Cost Consideration and Payment Schedule

Phase 1	\$79,704.00
Phase 2	\$95,256.00
Phase 3	\$91,368.00
Total	\$266,328.00

Milestone	Date	Amount
Phase 1		
Phase 1: Payment 1 upon initiation of the project and kick off meeting	Late February	\$26,568.00
Phase 1: Payment 2 upon completion of the following: • Deliverables 1-4 – Metrics, Blueprints, Model, and Roles	Late March	\$26,568.00
Phase 1: Payment 3: • Deliverable 5 – One Process, 36 one-to-two page SOPs. • Deliverable 6 – One, Four-Hour, Instructor-Led Lesson	Early April	\$26,568.00

Phase 2		
Phase 2: Payment 1 • Deliverable 1 - Design Document for ILT, E-Learning, and SOJT	Early April	\$31,752.00

Phase 2: Payment 2: Upon completion of the following: <ul style="list-style-type: none"> • ILT (The second four hour ILT lesson with try out and Train-The-Trainer) 	Mid April	\$31,752.00
Phase 2: Payment 3: Upon completion of the <ul style="list-style-type: none"> • SOPs (Two processes, 72 one to two page SOPs) • E-Learning (Eight 30 minute lessons) • Structured OJT materials 	Late April	\$31,752.00

Phase 3		
Phase 3: Payment 1: <ul style="list-style-type: none"> • The Art of Contracts and Purchasing Design Document and remaining SOJTs 	Early May	\$30,456.00
Phase 3: Payment 2: Upon completion of the following: <ul style="list-style-type: none"> • Four, 4-hour ILT lessons on the Art of Contracts and Purchasing 	Late May	\$30,456.00
Phase 3: Payment 3: Upon completion of the <ul style="list-style-type: none"> • SOJT: 10 lessons • Guide to Writing Development Plans • Sample Notifications (communication emails) 	Mid June	\$30,456.00