



Child Abuse Prevention Council of San Benito County

Request for Proposals

San Benito County Child Abuse Prevention

Administrative Coordinator

PROPOSALS DUE AT OR BEFORE: 2:00 PM Local Time

Friday June 1, 2018

Contact Person: Cynthia Larca, San Benito County

Health & Human Services- Fiscal

& Administrative Division

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NOTE: Attachments “A” and “B” are provided as informational material. “B” is the standard form of agreement that the County expects the successful contractor to enter into.

INTRODUCTION

The San Benito County Child Abuse Prevention Council (CAPC) (hereafter, "Council") is requesting proposals (RFP) from qualified consultants to provide professional and technical service to the Council, a commission of the Board of Supervisors.

The initial contract will commence August 1, 2018 through June 30, 2019, with a possible additional one- year term based on service need, consultant performance, and funding availability. Contract amount is commensurate with qualifications.

This RFP shall result in a single award which shall not exceed \$15,000 annually based on qualifications and experience, and prorated the first year.

BACKGROUND

The San Benito County Child Abuse Committee was initially established by the San Benito County Board of Supervisors on November 15, 1977. In approximately 1994, the San Benito County Child Abuse Committee began to function in tandem with the San Benito County Family Preservation and Support Board. On October 2, 2001, the San Benito County Board of Supervisors approved a Resolution, which separated the San Benito County Child Abuse Committee and San Benito County Family Preservation and Support Board, as well as changed the Committee's name to the "San Benito County Child Abuse Prevention Coordinating Council" in accordance with applicable legislation.

Although the San Benito County Board of Supervisors created the Council, it is an independent organization functioning within county government pursuant to Welfare and Institutions Code § 18983.5. The San Benito County Board of Supervisors directed the Council to create Bylaws, which were successfully completed and approved by the Council on October 22, 2001.

The primary purpose of the Council is to coordinate the community's efforts to prevent and respond to child abuse (Welfare and Institutions Code § 18982). The functions of the Council include, but are not limited to, the following (Welfare and Institutions Code § 18982.2):

- (a) Providing a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases.
- (b) Promoting public awareness of the abuse and neglect of children and the resources available for intervention and treatment.
- (c) Encouraging and facilitating training of professionals in the detection, treatment, and prevention of child abuse and neglect.
- (d) Recommending improvements in services to families and victims.
- (e) Encouraging and facilitating community support for child abuse and neglect programs.

SUMMARY SCOPE OF WORK

The selected consultant will provide services as specified in the Scope of Work.

POINT OF CONTACT

The County has designated a Procurement Lead who is responsible for the conducting of this procurement and the subsequent negotiation and preparation of the resulting contract as well as ongoing monitoring and overall contract

compliance.

The Procurement Lead's name, address; and telephone number are listed below:

**San Benito County Health & Human Services
ATTN: Cynthia Larca, Fiscal & Administrative Division
1111 San Felipe Rd Suite 206
Hollister CA, 95023**

ALL inquiries or requests regarding this procurement may ONLY be submitted to the Procurement Lead and must be submitted in writing or via email at clarca@cosb.us

CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

SEQUENCE OF EVENTS

The Procurement Lead will make every reasonable effort to adhere to the following anticipated schedule:

	Action	Date:
1	Release of RFP	05/07/2018
2	Deadline to Submit Written/email Question(s)	05/18/2018
3	Response(s) to Written Question(s) via Addendum to RFP	05/25/2018
4	Proposal Packet Due	06/01/2018
5	Begin Evaluation of Proposal(s)	06/07/2018
6	Notice of Intent to Award	06/15/2018
7	Returned Signed Contract(s)	6/22/2018
8	Protest Due	06/22/2018
9	Response to Protest	06/28/2018
10	Tentative Start Date	08/01/2018

EXPLANATION OF EVENTS

PROPOSAL PACKET DUE

Proposal Submission and Closing Date

Applicants shall submit their proposals to:

**San Benito County Health & Human Services
Division ATTN: Cynthia Larca, Fiscal & Administrative Division
1111 San Felipe Rd Suite 206
Hollister CA, 95023**

Proposals must be received in the San Benito County Health & Human Services Division, **at or before 2:00 p.m. local time on June 1, 2018. It is the sole responsibility of the Applicant to ensure that its proposal is received before the submission deadline. Hand delivered proposals will be accepted up to the stated deadline.** Applicants shall bear all risks associated with delays in delivery by any person or entity, including the U.S. mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF THE POSTMARK DATE AND WILL BE RETURNED TO THE APPLICANT UNOPENED.**

Without law or policy to the contrary, if the Applicant took reasonable steps to submit the proposal at the time and place it was due, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Applicant, but was the result of negligence by the County, the County reserves the right to accept such a proposal.

GENERAL

INCURRING COSTS

This RFP does not commit the County to award, nor does it commit the County to pay any costs incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

CLAIMS AGAINST THE COUNTY

Neither you, your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the County and your organization.

BASIS FOR PROPOSAL

Only information supplied by the County in writing by the Procurement Lead in connection with this RFP should be used as the basis for the preparation of Applicant's proposal.

NO PUBLIC RESPONSE OPENING

There will be no public opening for this RFP.

CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents submitted to County, and Applicant claims that such information falls within one or more CPRA exemptions, Applicant must clearly mark such information "CONFIDENTIAL AND

PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Applicant prior to such disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Benito County before the County’s deadline for responding to the CPRA request. If Applicant fails to obtain such remedy within County’s deadline for responding to the CPRA request, County may disclose the requested information.

Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Applicant.

CONFIDENTIALITY

All data and information obtained from the County by the Applicant and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Applicant and its agents as confidential. The Applicant and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each response and all documentation, including financial information, submitted by an Applicant to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Applicants agree to provide the Procurement Lead with a valid e-mail address to receive communication. Procurement Lead email is clarca@cosb.us.

USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Applicant acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Applicant’s possession and the version maintained by the Social Services Agency, then the version maintained by the Social Services Agency will govern.

ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

In submitting a proposal to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the proposal is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to the solicitation document. Such assignment shall be made and become effective at the time the County tenders final payment to the responding person and/or entity.

PROTEST PROCEDURES

The Procurement Lead will send an email to all Applicants informing them of the proposal that was selected. Applicants whose proposals were not selected may file a written protest to the

Procurement Lead no later than ten business days following the date the email notifying Applicants of the County's selection was sent.

COUNTY RIGHTS

The County reserves the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Applicants supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Applicants;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with an Applicant without liability, and negotiate with other Applicants;
- k. Disqualify any Applicant on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject or disqualify a proposal of any Applicant who is not a responsible Applicant or fails to submit a responsive offer as determined solely by the County; and/or
- m. Accept all or a portion of an Applicant's proposal.

PROPOSAL FORMAT AND ORGANIZATION

This section contains relevant information Applicants should use for the preparation or their proposals.

ELECTRONIC COPY

Interested and qualified Applicants must provide one (1) electronic copy of their Child Abuse Council Solicitation Questionnaire – Attachment D and a current resume via email to the Procurement Lead on or before the closing date and time.

The proposal must be sent in its entirety to the Procurement Lead in a PDF version. If selected, Applicant is also required to deliver a signed, original signature page to the County within five (5) business days of the issuance of the Notice of Intent to Award unless otherwise specified.

PROPOSAL FORMAT

Proposals may not exceed 10 pages on standard 8 ½ x 11 paper – page limitation includes attachments and/or appendices. Narrative sections must be double spaced and use a minimum of 12 point font size.

All documents shall be compiled in the following order:

- 1. Cover letter

2. Questionnaire Response – Attachment D
3. Current Resume
4. References
5. Insurance letter

EVALUATION

FACTORS

Evaluation of the proposal will include but not be limited to consideration of the following factors. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. An Applicant must be acceptable in all criteria for a contract to be awarded to that Applicant whose response provides the best value to the County.

1. Experience, capability, references and ability to achieve the project requirements;
2. Ability to meet business, technical and functional requirements;
3. Cost.

The cost to the County is commensurate with experience and qualifications and will be considered in the evaluation after the evaluation of qualifications. The degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based. Best qualified Applicants will be invited to an oral interview.

APPLICANT SUBMITTAL

This section contains the Scope of Work, knowledge, abilities and requirements of the position. Applicants should thoroughly respond to each requirement.

PROJECT SCOPE OF WORK (San Benito County Child Abuse Prevention Council)

The CAPC Administrative Coordinator will report directly to the Chair of the Child Abuse Council and the Executive Committee of the CAPC, who will be responsible for evaluating the coordinator's performance. However, the selected Applicant will sign his/her contract directly with the San Benito County Health and Human Services Agency for the Council and is therefore in charge of ensuring contract compliance with the County's Policies. Duties include, but are not limited to the following:

1. Function as a point of contact for Council members and the public;
2. Participate in Council monthly meetings and Committee monthly meetings, and administrative meetings as requested;
3. Coordinate preparation of written reports and performance of other tasks as directed by the Committee;
4. Prepare, post or submit Council and Committee approved agendas and minutes, all subject to Robert's Rules of Order and the Brown Act;
5. Coordinate Council's communications with Social Services Agency, the Board, and other County Offices as deemed necessary;
6. Maintain membership/contact database, Council's calendar, and other information as required;

7. Assist with tracking financial transactions and records for Fiscal and annual reports;
8. Assist in preparation and submission of invoices from Council to Human Services Agency;
9. Assist with the CAPC Committee and Health and Human Services Agency's networking meetings and trainings for the service providers;
10. Assist Council in coordinating, organizing, inviting speakers, events and trainings;
11. Develop and maintain Media campaign including social media and web pages;
12. Responsible for checking and processing all forms of communication from the community to the Committee;
13. Other duties related to Council activities;
14. Travel as may be required for meetings, trainings etc.;
15. Coordination and/or assisting with Request for Proposals, Contracts and other contractual needs;
16. To assist and work in collaboration with the Health and Human Services Agency on the completion of the annual reporting of the OCAP report.

QUALIFICATIONS

Applicants must meet the following minimum qualifications:

1. Valid CA driver's license and proof of current insurance
2. Some college education in related field(s)
3. Basic knowledge of standard office equipment including computer, copier and fax machine
4. Basic knowledge of computer applications such as word processing, database, spreadsheets and internet explorer
5. Correct English usage, grammar, spelling, vocabulary and punctuation
6. Strong basic math skills
7. Knowledge of Issues related to child abuse prevention
8. Event planning and coordination
9. Proper business meeting etiquette
10. Knowledge of Brown Act
11. Knowledge of Roberts Rules of order

PAST PERFORMANCE (REFERENCES)

The Applicant's proposal shall include three different external references from clients who have completed similar projects in the last three (3) years, who are willing to validate the Applicant's past performance on similar projects of size and scope. The minimum information that shall be provided for each client reference follows:

- a) Name of the contact person;
- b) Name of the organization or governmental entity;
- c) Address of the contact person;
- d) Telephone number of contact person;
- e) Email address of the contact person and relationship with contact person (e.g.

- supervisor, colleague, manager, etc.) and
- f) A description of the services provided and dates the services were provided

INDEMNITY AND INSURANCE REQUIREMENTS

A successful Applicant shall be able to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in Attachment C of the RFP. In addition, Applicant shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness to provide the Applicant with the required level of coverage.

County Contract:

The following pages are the County's Standard Contract documents that will be used to secure services with the chosen Applicant.

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

6. Termination.

The number of days of advance written notice required for termination of this contract is _____:

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail: _____

E-Mail: _____

Telephone No.: _____

Telephone No.: _____

Fax No.: _____

Fax No.: N/A _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: _____

Name: _____

Chair, San Benito County Board of Supervisors

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: _____

Date: _____

ATTACHMENT A
Scope of Services

1. Function as a point of contact for Council members and the public;
2. Participate in Council monthly meetings and Committee monthly meetings, and administrative meetings as requested;
3. Coordinate preparation of written reports and performance of other tasks as directed by the Committee;
4. Prepare, post or submit Council and Committee approved agendas and minutes, all subject to Robert's Rules of Order and the Brown Act;
5. Coordinate Council's communications with Social Services Agency, the Board, and other County Offices as deemed necessary;
6. Maintain membership/contact database, Council's calendar, and other information as required;
7. Assist with tracking financial transactions and records for Fiscal and annual reports;
8. Assist in preparation and submission of invoices from Council to Human Services Agency;
9. Assist with the CAPC Committee and Health and Human Services Agency's networking meetings and trainings for the service providers;
10. Assist Council in coordinating, organizing, inviting speakers, events and trainings;
11. Develop and maintain Media campaign including social media and web pages;
12. Responsible for checking and processing all forms of communication from the community to the Committee;
13. Other duties related to Council activities;
14. Travel as may be required for meetings, trainings etc.;
15. Coordination and/or assisting with Request for Proposals, Contracts and other contractual needs;
16. To assist and work in collaboration with the Health and Human Services Agency on the completion of the annual reporting of the OCAP report.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

a total lump sum payment of \$ _____,
or

a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

- a) .
- b) .

Accounting contact for COUNTY:

Name: Casey Estorga_____

Title: Fiscal Officer_____

Address: 1111 San Felipe Rd Ste 103_____

Hollister, California 95023

E-Mail: cestorga@cosb.us_____

Telephone No.: (831) 630-5179_____

Fax No.: NA _____

Accounting contact for CONTRACTOR:

Name: _____

Title: _____

Address: _____

E-Mail: _____

Telephone No.: _____

Fax No.: _____

END OF ATTACHMENT B

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract. CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

