



County of San Benito

Request for Proposal (RFP) #2015-15-000

FOR

San Benito County Communication/Education Plan and Implementation

RFP DUE:
2/01/15
4:00p.m.

County Administrative Office
481 4th Street
Hollister, CA 95023

Sara Fontanos or Louie Valdez
(831)636-4000
sfontanos@cosb.us/lvaldez@cosb.us

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SECTION 1. INVITATION

The County of San Benito ("County") is a general county formed from parts of Monterey County in 1874. Located in the Coast Range Mountains, south of San Jose and west of the Central Valley, the county is surrounded by Santa Cruz and Monterey Counties to the west, Santa Clara County to the north, and Merced and Fresno Counties to the east and south. The county encompasses over 890,000 acres (about 1,391 square miles). San Benito County is largely rural, with over 90 percent of land use for farming, ranching, forestry, or other public uses.

While San Benito County is defined as part of the Monterey Bay Area, it is also heavily influenced by both the San Francisco Bay Area and Central Valley. There are two incorporated cities in the county: Hollister, which is the County seat, and San Juan Bautista, which is home to the historic Mission San Juan Bautista, founded in 1797. There are several historic unincorporated communities in the county including Aromas, Paicines, Panoche, Tres Pinos, and the ghost town of New Idria. Major transportation routes bisecting the county include Highways 101, 129, 156 and 25.

Additional information about the County can be found at the following websites:

<http://cosb.us/county-departments/building-planning/general-plan/2035gpback-mat-and-doc/#.VgXdo9JVhBc>

<http://cosb.us/wp-content/uploads/Adopted-2035-GPU.pdf>

<http://cosb.us/government/budget-finance/#.VgXeYdJVhBc>

http://cosb.us/wp-content/uploads/SBC_OC-Report_PRD_2010-11-18.pdf

http://cosb.us/wp-content/uploads/SBC_PRDBR_Ch7_PublicFacilities_11-2010.pdf

The County is issuing this Request for Proposal for services to increase awareness about the County mission, programs, services and funding needs and to ensure the County is prioritizing the issues that residents most care about. The Contract award will be announced on or around February 5, 2016 and will be expected to begin on February 19, 2016 and end on or around July 30, 2016.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFP

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. RFPs must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

The following, in addition to this RFP, constitute the RFP documents:

- Official RFP Form
- Exhibit "A" – Prospective Respondent Fact Sheet
- Exhibit "B" – Customer References
- Exhibit "C" – Designation of Subcontractors
- Exhibit "D" – Non-Collusion Declaration

- Exhibit “E” – Insurance Requirements

2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP – Free Lance	January 2016
Release RFP	January 7, 2016
Deadline for Submittals	February 1, 2016
Board Approval and Notify Contractors	February 19, 2016

2.4 Submission of Response to RFP

Respondent shall submit the following:

- **Three (3)** sets: an original and **two (2)** copies of the completed RFP and the following Exhibits.
- Official RFP Form
- Exhibit “A” – Respondent Fact Sheet
- Exhibit “B” – Customer References
- Exhibit “C” – Designation of any Subcontractors
- Exhibit “D” – Non-Collusion Declaration
- Exhibit “E” – Insurance Certificates

Responses to the RFP shall be delivered in a sealed envelope clearly marked as RFP #2015-15-000 assigned by the County, addressed to:

County of San Benito
 Louie Valdez
 Attn: Clerk of the Board
 481 4th Street
 Hollister. CA 95023

2.5 On Site Inspection

On site inspection of Respondent’s facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.6 Public Opening of RFP

There will not be a public opening for this RFP. RFPs received will be available to the public for review after the award of the contract.

2.7 Multiple Bids

Only one RFP will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one RFP.

2.8 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **February 1, 2016**. Respondents shall be responsible for the timely delivery of their RFPs. Responses to this RFP will not be accepted after the deadline and will be returned unopened.

2.9 Point of Contact

All questions regarding this RFP shall be directed to Louie Valdez or Sara Fontanos who may be reached by e-mail at sfontanos@cosb.us or lvaldez@cosb.us or by phone at (831) 636-4000. No other individual has the authority to respond to any questions submitted unless specifically authorized by **Sara Fontanos or Louie Valdez**. Failure to adhere to this process may disqualify the Respondent.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Exhibit "F" is attached to the RFP.

2.11 References

Respondent shall submit Exhibit "E" – Customer References with RFP.

2.12 RFP Evaluation Criteria

If an award is made, it will be made to the responsive and responsible Respondent(s) that offers the County the greatest value based on an analysis involving a number of criteria. Evaluation criteria may include, but is not necessarily limited, to the following:

- The hourly rate of scheduled services and the overall cost to the County. **20 points**
- Compliance with RFP requirements, terms and conditions **10 points**
 - Organization staff and training
- Quality and performance of the services offered based on previous contracts, or reference checks for the same or similar services. **40 points**
- Capacity of the Contractor to perform the required services. **30 points**
- Total **100 points**

County employees will evaluate and select the Respondent that best meets the needs as set forth in this RFP, is the best qualified and is able to provide the requested services. The evaluation of the RFPs shall be within the sole judgment and discretion of the **County Administrative Office**. The County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the San Benito County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through **April 30, 2016**. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area

for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to the County.

2.14 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all RFPs, without indicating any reasons for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process
- Terminate this RFP and issue a new Request for Proposals anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFPs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFP or other data available to the County. Such disqualification is at the sole discretion of the County
- Reject the RFP of any Respondent that is in breach of or in default under any other agreement with the County
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible

2.15 Notification of Withdrawals of RFPs

RFPs may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the respondent or by formal written notice. All RFPs not withdrawn prior to the response due date will become the property of the County of San Benito.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Contact Person will send written instructions or addenda to all participants in this RFP process. The County shall not be held responsible for oral interpretations. Questions must be received at least seven (7) days before RFP closing date. All addenda issued shall be incorporated into the Contract.

2.17 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.18 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.19 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.20 Compliance

Respondent, have you complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

Is a Solid Waste Diversion Plan needed for these services?

Yes _____ No X

2.21 Contractor Responsibility and Performance

The County will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Contractor have local representation to provide onsite consultation/problem resolution if required.

2.22 Contractor Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your RFP. All responses shall reference the RFP paragraph number.

- a. Experience: Contractor shall be an established firm conducting business of the nature specified in this RFP for a minimum of two (2) years. Contractor shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract. Support staff must be bonded and uniformed.
- b. References: Provide a list of three (3) references. See Exhibit “A”.
- c. Permit: Contractor must possess and provide a copy of license or permit to do business in the State of California and the County of San Benito.
- d. Other Information: Any other information the Contractor deems appropriate should be included in this section.

2.23 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda by the contact person listed in this RFP or designee.

If/when necessary, a written addendum will be faxed or emailed or mailed to all prospective respondents.

2.24 Extending Contract Prices

If you are the successful Respondent, will you extend costs quoted to the County of San Benito to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

2.25 Proprietary Information

All information appearing within the response is subject to Public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.

SECTION 3. EVALUATION CRITERIA

If an award is made, it will be made to the responsive and responsible Respondent(s) that offers the County the greatest value based on an analysis involving a number of criteria. Evaluation criteria may include, but is not necessarily limited, to the following:

The hourly rate of scheduled services and the overall cost to the County.	20 points
Compliance with RFP requirements, terms and conditions	10 points
Demonstrated competence and professional qualifications necessary for satisfactory performance of the services required by the County.	40 points
Quality and performance of the services offered based on previous contracts, or reference checks for the same or similar services.	30 points
Total 100 points	

County employees will evaluate and select the Respondent that best meets the needs as set forth in this RFP, is the best qualified and is able to provide the requested services. The evaluation of the RFPs shall be within the sole judgment and discretion of the County Administrative Office. The County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the San Benito County Board of Supervisors and funding availability.

SECTION 4. STATEMENT OF WORK, SPECIFICATIONS

4.1 Scope

The County is interested in fully qualified vendors ("Consultant") who can perform the following tasks and services:

1. Design and implement new communications and outreach informational materials,

programs and mediums for the public to learn more about the County's programs, services, and funding needs and to provide meaningful input into the priorities and expenditure plans of the County.

2. Develop a variety of outreach mediums (including electronic and social media) to educate the public about the County.
3. Create new ways for the public to sign up to receive information from the County, including on its website and through social media.
4. Advise on conducting educational presentations to community groups, including outreach to diverse communities (three meetings to be held in November, December and January 2016).
5. Design methods for ongoing public education and community involvement and engagement with the County.
6. Work with County staff and consultants to conduct further public opinion research to gauge success of outreach and education.
7. Prepare and deliver summary report(s) of all findings and recommendations and verbally present key findings to the County staff and Board of Supervisors as requested.

If your firm is capable of providing most services, but for some reason not all, you should bid on as many services as possible and indicate why you cannot provide the other services.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

Special Terms and Conditions:

1. All material as part for the response to this request for proposal shall be considered the property of the County.
2. Respondents will not be compensated for any expenses incurred in the process for responding to the RFP or, if requested, in submitting further information or appearing for an interview.
3. No person shall be excluded from participation in, denied any benefits or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, sexual orientation, age, ethnicity, or any other basis prohibited by law.
4. The County's standard consulting agreement is attached hereto.

4.2 General Requirements

Your proposal should include the following components:

1. Cover Letter - The cover letter shall introduce the Consultant and summarize its qualifications.
The cover letter should also contain the location of the office and names, title, address and telephone numbers of the individual(s) assigned to the project.
2. Description of Proposed Services – Proposal must address each of the proposed

services as stated in the Request for Proposal, and any additional services the Consultant deems necessary.

3. Samples of Related Services – Proposal should include a sample of similar services provided to other government agencies or agencies similar in size, funding, and scope.
4. General Description of Experience - The Consultant shall provide a general description of experience, including a brief history, types of services provided, and experience in providing similar services as those requested in this RFP, particularly to local, state, or federal government.
5. References - This section shall consist of a list of at least three (3) clients (include names of contact persons, telephone numbers, and a brief description of the work performed) for whom the Consultant has performed services similar to those required by this RFP. Please do not include information on projects that are not similar in scope and character to the proposed RFP work scope.
6. Proposed Fee Schedule - The Fee Schedule/Hourly Rate should reflect the total costs for all personnel, materials and services necessary to complete the scope of services requested in this RFP.

SECTION 5. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

5.1 Term of Contract

The term of this contract shall be for four (4) months, renewable annually for an additional thirty-two (32) additional months.

5.2 Purpose of Contract

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide communication and education services to the County of San Benito.

5.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the County of San Benito County Administrative Office, in advance of any additional work.

5.4 License and Permits

Contractor's employees shall possess all licenses, registrations and permits required by the State of California, Bureau of Security and Investigative Services and the County of San Benito Sheriff's Department. Such licenses and permits are to be presented to the County prior to the contract signing and for the appointed guard before reporting to duty at the County.

The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

5.5 Compliance with Laws

Contractor shall, during the term of the Contract, comply with all applicable federal, state and local rules, regulations and laws.

5.6 Termination

The County reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate this agreement with a thirty (30) days written notification stating the reason for cancellation and mailed to the County Administrative Office, 481 4th Street , Hollister , CA 95023.

5.7 Assignment

Contractor shall not assign the Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require.

5.8 Inclusion of Documents

This RFP, all addenda, and the submittal in response to this RFP will be required to be incorporated as part of any final Contract.

5.9 Payment Terms

Invoices are to be sent to the individual department contact and will be processed upon receipt for payment.

5.10 Price Guarantee

The County expects the cost to remain the same during the length of the contract. The County will not recognize change orders unless approved by the authorized representative of the County Administrative Office in advance of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.

5.11 Invoicing

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

- County Contract or Purchase Order Number
- Service location
- Time and date of service
- Signature of Department Contact, or designee

5.12 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the County.

5.13 Force Majure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

5.14 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

5.15 CONTROLLING LAW

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of San Benito.

5.16 Amendment

Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.

5.17 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the County of San Benito before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "D".

The County reserves the right to withhold payments to Contractor or cancel contract in the event of non-compliance with the insurance requirements outlined above.

5.18 Default

- 1) The County may, subject to the provisions of Paragraph 3, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:
 - a) If the contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
 - b) If the contractor fails to perform any of the other provisions of this contract.
- 2) In the event the County terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the County may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

5.19 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited

to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.20 Independent Contractor Status

CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

Principal Test: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

Secondary Factors: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b)

CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

5.21 Nonassignment

CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

5.22 Acknowledgement

CONTRACTOR shall acknowledge in all reports and literature that the San Benito County Board of Supervisors has provided funding to the CONTRACTOR.

5.23 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the San Benito County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

5.24 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to any Agreement shall be made in accordance with the provisions contained in the California Government Claims Act, Title 1, Division 3.6, Part I Section 810 et seq., of the California Government Code, which by this reference is incorporated herein.

SECTION 6. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions. All hours are approximate and there is no guarantee that all hours will be met. No minimum or maximum hours apply to the resulting contract. The respondent is to consider the estimate number of hours as only a ball park figure based on prior history for the same services.

Complete the following Exhibit A including costs of services as shown. Please note any deviation from the hourly charge and indicate the number of hours needed to complete each task.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2015

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ ZIP _____

TELEPHONE _____ DATE _____

PROSPECTIVE RESPONDENT FACT SHEET

NOTE: Please reference Standard Definitions on the following page.

Exhibit "B"
CUSTOMER REFERENCES

List and submit with this RFP four (4) customer references, two (2) of which should be in the San Benito County Area, for whom you have furnished similar services in size and nature.

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

Exhibit "C"
DESIGNATION OF SUBCONTRACTORS

Respondent shall complete the form below for each Subcontractor. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

	SUBCONTRACTORS	
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK	
Respondent Signature: _____Date: _____	
Respondent's Name & Title (Print): _____	

Exhibit "D"
COUNTY OF SAN BENITO
NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham RFP; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham RFP, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

EXHIBIT "E"
INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and

(iv) A cross-liability clause in favor of COUNTY.

2. Other Insurance Provisions

a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by COUNTY.

b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.

c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."

d) All the insurance required herein shall contain the following clause:

"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the COUNTY shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: County of San Benito, San Benito County Administration Office, 481 4th Street, San Benito, CA 95023".

e) Prospective CONTRACTOR agrees to provide COUNTY at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.

f) All required insurance policies shall be endorsed to contain the following clause:

"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County
Administration Department
481 4th Street
Hollister, CA. 95023

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your RFP with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your RFP would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-636-4000.