

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and SMITTY'S JANITORIAL SVC, INC. ("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 July 1, 2022, and end on June 30, 2024, 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: N/A

(c) Comprehensive motor vehicle liability insurance: \$500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days .

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:

Name: Rachel White
Title: Assistant Behavioral Health Director
Address: 1131 Community Parkway
Hollister, CA 95023
Telephone No: (831) 636-4020
Fax No: (831) 636-4025

Contract Administrator for CONTRACTOR:

Name: Donald R. Smith
Title: President
Address: 820 Park Row, Suite 528
Salinas, CA 93901
Telephone No: (831) 726-5177
Fax No: _____

SIGNATURES


APPROVED BY COUNTY:

Signature: _____
Name: Bea Gonzales
Chair, San Benito County Board of Supervisors
Date: _____

APPROVED BY CONTRACTOR:

Signature: _____
Name: Donald Smith
DocuSigned by:
CABD52EC595E478...
Title: President/Owner
Date: 05/11/2022
TAX ID# _____

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel:
Signature: 
Date: 05/13/2022

**ATTACHMENT A
Scope of Services**

As identified in Section 4 of Request for Proposal RFP No. BH-2101

SECTION 4: STATEMENT OF WORK, SPECIFICATIONS

4.1 Hours of Work

At the direction of the County's Contract Administrator (CA), provide janitorial services to the Behavioral Health Department in the defined scopes to be performed between 5:00pm and 7:00am, Monday through Friday, unless noted differently.

Cleaning and janitorial services shall be performed as indicated below.

Service Schedule:

*This schedule includes performing the services below **5 Days a week** for all areas listed below:*

4.2.1 Public Lobbies, Reception Areas, Waiting Areas, etc.:

- a. Dust all flat surfaces including desks, countertops, sink counters, and all other office furniture and seating. Do NOT disturb papers or other County-employee placed items; dust around these. Do NOT wipe clean any blackboards or whiteboards.
- b. Collect and remove all trash, recyclables, and organic waste to the appropriate container outside the building. Recyclables and Organics must be placed in the appropriate containers. There are separate trash, recycle, and organics containers in offices. If trash is combined with recyclables or organics, place it in the trash.
- c. Replace plastic waste basket liners if soiled.
- d. Vacuum all carpeting. All areas shall be vacuumed including underneath desks and along walls. Move chairs and wastebaskets to vacuum underneath, and then return chairs/wastebaskets to their original location.
- e. Spot-clean all entry doors, interior doors, interior push gates, and light switches.
- f. Sweep and mop hard floors.

4.2.2 Restrooms (all in building):

- a. Properly restock toilet paper, seat covers, paper towels and hand soap.
- b. Clean mirrors using a streak-free cleaner.
- c. Clean and disinfect all toilets and urinals, inside and out.
- d. Spot clean walls and partitions.
- e. Clean soap dispensers, paper towel dispensers, toilet paper dispensers, waste receptacles.
- f. Sweep and mop hard floors.

*This schedule also includes performing the services below **2 Days a week** for all areas listed below:*

4.2.3 Work Areas, Offices, Cubicles, Conference Rooms, Hallways, Corridors, etc.:

- a. Dust all flat surfaces including desks, countertops, sink counters, and all other office furniture and seating. Do NOT disturb papers or other County-employee placed items; dust around these. Do NOT wipe clean any blackboards or whiteboards.
- b. Collect and remove all trash, recyclables, and organic waste to the appropriate container outside the building. Recyclables and Organics must be placed in the appropriate containers. There are separate trash, recycle, and organics containers in offices. If trash is combined with recyclables or organics, place it in the trash. Replace plastic waste basket liners if soiled.
- c. Vacuum all carpeting. All areas shall be vacuumed including underneath desks and along walls in offices with carpeting. Move chairs and wastebaskets to vacuum underneath, and then return chairs/wastebaskets to their original location.
- d. Spot-clean all entry doors, interior doors, interior push gates, and light switches.
- e. Sweep and mop hard floors. Move chairs and wastebaskets to sweep and mop underneath, and then return chairs/wastebaskets to their original location.

4.2.4 Kitchen/Break Area:

- a. Clean sinks, counter and table tops, refrigerator, and microwave exteriors.
- b. Sweep and mop hard floors. Move chairs and wastebaskets to sweep and mop underneath, and then return chairs/wastebaskets to their original location

4.2.5 Restrooms:

- a. Thoroughly sanitize and de-odorize bathroom floors. Thoroughly sanitize and de-odorize inside and outside of all toilets and urinals. Include scrubbing underneath the rim of toilets and urinals,
- b. Polish metal fixtures,
- c. Wipe down cabinet pulls, and
- d. Add water to floor drains (if present).

*This schedule also includes performing the services below **1 Day a week** for all areas in the building in addition to the services above:*

4.2.6 Empty all shredded paper into clear plastic bags and dispose into the recycling container outside the building.

4.2.7 Kitchen/Break Areas:

- a. Clean mirrors using a streak-free cleaner,
- b. Polish metal fixtures,
- c. Clean and disinfect countertops and tables, and chairs
- d. Wipe down cabinet pulls.

4.2.8 Dust all blinds (between slats and at valances). If necessary, open, or close blinds to access slats and valances.

4.2.9 Dust all door and windowsills on interior of building.

*This schedule also includes performing the services below **2 Days a week** for all areas in the Esperanza Center building:*

4.2.10 Dust all flat surfaces including desks, countertops, sink counters, and all other office furniture and seating. Do NOT disturb papers or other County-employee placed items; dust around these. Do NOT wipe clean any blackboards or whiteboards.

- 4.2.11 Collect and remove all trash, recyclables, and organic waste to the appropriate container outside the building. Recyclables and Organics must be placed in the appropriate containers. There are separate trash, recycle, and organics containers in offices. If trash is combined with recyclables or organics, place it in the trash. Replace plastic waste basket liners if soiled.
- 4.2.12 Vacuum all carpeting. All areas shall be vacuumed including underneath desks and along walls in offices with carpeting. Move chairs and wastebaskets to vacuum underneath, and then return chairs/wastebaskets to their original location.
- 4.2.13 Spot-clean all entry doors, interior doors, interior push gates, and light switches.
- 4.2.14 Sweep and mop hard floors. Move chairs and wastebaskets to sweep and mop underneath, and then return chairs/wastebaskets to their original location.
- 4.2.15 Kitchen/Break Area:
 - a. Clean sinks, counter and table tops, refrigerator, and microwave exteriors.
 - b. Sweep and mop hard floors. Move chairs and wastebaskets to sweep and mop underneath, and then return chairs/wastebaskets to their original location
- 4.2.16 Restrooms:
 - a. Thoroughly sanitize and de-odorize bathroom floors. Thoroughly sanitize and de-odorize inside and outside of all toilets and urinals. Include scrubbing underneath the rim of toilets and urinals,
 - b. Polish metal fixtures,
 - c. Wipe down cabinet pulls, and
 - d. Add water to floor drains (if present).

Janitorial staff shall be responsible for turning off any lights and re-locking any doors after completion of work in each area/ department, unless otherwise specified by the CONTRACTOR.

4.3 Office Locations / Service Address

Department	Special Notes
<i>Behavioral Health</i> 1131 Community Parkway	Cleaning Hours: After 5 PM 5-days a week (avg. 4.5hrs per day)
<i>Esperanza Center</i> 544 San Benito Street	Cleaning Hours: 1-day a week (Thursday, Saturday, or Sunday avg. 3hrs per day)

Service all areas in the department unless otherwise specified.

4.4 Penalties

The Contractor is expected to strictly follow the terms of the Contract. The following penalty types may be assessed if work/service is not performed or performed poorly:

4.4.1 Work Not Performed

Penalties for each Calculated One Day Cost (CODC) shall be determined by dividing the established Contract amount for the department not serviced, by the number of months (12), and then by the number of daily services that department/building would normally receive.

For each day work is not performed, CODC will be deducted from that month's invoice for each department.

Example:

The monthly Contract amount for Department ABC, which has 3 buildings roughly the same size, is \$100. Department ABC is serviced 15 times in the month in question. The CODC for Department ABC is \$100 divided by 3 buildings divided by 15 service days = \$2.22.

4.4.2 Departmental Complaints

Complaints generated by the department count toward the Individual Departmental Complaints. The County understands that some janitorial items may be missed from time to time; however, consistently missing a large group of contractual service items is unacceptable. Complaints will be handled as follows:

Penalties for complaints will be 20% of the CODC for the first 3 complaints plus 5% for each complaint thereafter. Penalty starts following the first 3 complaints.

The first complaint during the start of 3-month cycle (Jan, March June, and September) may be waived if Contractor agrees to meet with the department and County to discuss the complaint. This ONLY applies to the first 4 complaints from the start of the Contract.

All complaints will be in writing to the Contractor stating the exact nature of the complaint.

At the end of the month, the Contractor must adjust their invoice accordingly if there have been any penalties.

Penalties may be waived at the sole discretion of the County.

At times, the County will NOT require services at a particular building on a certain day. County initiated "No Work Request" shall NOT result in a decrease in Contract amount. Any "No Work Request" shall be provided in writing to the Contractor by the County.

4.5 Termination of Contract

The County reserves the right to:

- 4.5.1 Terminate the Contract by providing 30 days written notice to the Contractor.
- 4.5.2 Accept all or partial department Proposals for janitorial services under the Contract.
- 4.5.3 With 30 days advance notice, to add or remove one or more departments at any time during the term of the Contract while keeping the remainder of the Contract.
- 4.5.4 Hire more than one Contractor to complete the scope of work.

Contractor may terminate the Contract with 30 days written notice to the County.

4.6 Materials & Equipment

Labor, materials, cleaning supplies, and equipment shall be provided by the Contractor.

Contractor provided supplies shall conform to San Benito's Recycled Content Purchasing Policy, if feasible. All materials and methods used under this Contract shall conform to California Environmental Protection Agency's "How to Select and Use Safe Janitorial Chemicals" fact sheet (Exhibit G).

The following supplies shall be provided by the County:

- Paper towels
- Soap
- Toilet seat covers
- Toilet paper
- Trash Bags
- Shredder Bags

The following materials shall be provided by the Contractor:

- All cleaning materials necessary to perform the work.
- Sanitizing cleaners on toilets and urinals.
- Streak-free cleaners for cleaning mirrors and metal fixtures.
- Other appropriate products to clean other items as indicated in the Contract.

The following equipment shall be provided by the Contractor:

- Vacuum cleaner.
- Duster.
- High speed floor stripper/waxer.
- Rolling trash cans
- All other cleaning equipment necessary to perform the work as indicated in the Contract.

4.7 Bond

Contractor shall provide a performance bond in the amount of 100% of the Contract, to remain in full force for the duration of the Contract. The cost reimbursable for a performance bond, in the amount of the contract, shall not exceed \$6,000.

4.8 Point of Contact

The CA shall be the contact for the Contractor under this Contract. Unless otherwise designated in writing, the CA shall be:

Juan Gutierrez, Staff Analyst
San Benito County Behavioral Health Department
1131 Community Parkway
Hollister, CA 95023
Phone (831) 620-2149
Fax (831) 636-4025
Email: jgutierrez@sbcmh.org

Services/Work that cannot be performed for any reason shall be reported immediately to the CA in addition to comments and concerns.

Contractor shall provide the name of a contact person at management level to address issues and concerns prior to the commencement of a contract.

As identified in Section 5 of Request for Proposal RFP No. BH-2101

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 twelve (12) months.

5.2 Purpose of Contract

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide janitorial 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 San Benito County Behavioral Health Department in advance of any additional work.

5.4 License and Permits

Contractor's employees shall possess all licenses, registrations and permits required by the City of Hollister, County of San Benito, and State of California. Such licenses and permits are to be presented to the County prior to the contract signing.

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

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, with or without cause, 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 Behavioral Health Department, 1131 Community Parkway, Hollister, CA 95023. The County reserves the right to hire more than one Contractor to complete the scope of work.

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 the County may require.

5.8 Inclusion of Documents

This RFP, all addenda, and the Proposal submitted 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. Changes in the scope of services or payment terms require an amendment of this contract. 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
- A summary of work performed in the invoiced period
- Signature of Department Contact, or designee

All invoices shall be submitted via email to fiscal@sbcmh.org

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 Majeure

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 the contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit E.

The County reserves the right to withhold payments to Contractor or cancel the contract in the event of non-compliance with the insurance requirements set forth in the contract and in Exhibit E to this RFP, as outlined above.

5.18 Default

1. The County may, by a 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 the contract in whole or in part, as provided in Paragraph (1), of this clause, the County may procure, upon such terms and in such manner as it 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/or negligence of the Contractor.

5.19 Equal Employment Opportunity

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

1. 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.
2. 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:
 - a. 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.

- b. 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.
- c. The Contractor shall cause the foregoing provisions of this Subparagraph 5.19(2) 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.

1. Principal Test: The Contractor rather than the County has the right to control the manner and means of accomplishing the result contracted for.
2. 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 the 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 Non-Assignment

Contractor shall not assign the Agreement without the prior written consent of the County.

5.22 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.

As identified in Exhibit E of Request for Proposal RFP No. BH-2101

EXHIBIT E- INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at County site, the prospective 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 it 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 prospective Contractor's performance under the terms of the Contract. Such indemnification includes any damage to the person(s), or property(ies) of the prospective Contractor and third persons.
2. 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 it as a result of, arising out of, or in any manner connected with the prospective Contractor's performance under the terms of the Contract, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
3. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to the prospective Contractor and the prospective Contractor's officers, employees and agents engaged in the performance of the Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

The prospective Contractor, at its sole cost and expense, for the full term of the 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 in 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) The prospective Contractor's vehicles used in the performance of the Contract, including owned, non-owned (e.g. owned by the prospective 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) The prospective 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 prospective 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) 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."

- c) 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 County Behavioral Health Department, 1131 Community Parkway, Hollister, CA 95023".

- d) Prospective Contractor agrees to provide County at or before the effective date of any award resulting from this RFP with a certificate of insurance of the coverage required.
- e) 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
Behavioral Health Department
1131 Community Parkway
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.

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 \$88,920.00 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)

- CONTRACTOR shall invoice COUNTY every month for services provided. Invoice is to be sent to COUNTY no more than 15 days after the end of the month.
- CONTRACTOR shall bill at an hourly rate of \$30/hour not to exceed 123.5 hours per month.
- CONTRACTOR shall submit invoice via email to fiscal@sbcmh.org.

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.