



## REQUEST FOR PROPOSALS

**FOR BROADBAND NETWORK DESIGN  
AT THE SAN BENITO COUNTY MIGRANT CENTER LOCATED AT  
3235 SOUTHSIDE ROAD, HOLLISTER, CA 95023**

### **SUBMITTALS: ELECTRONIC FORMAT, FLASH DRIVE AND THREE HARD COPIES.**

**ADDRESSED TO:** Steve Loupe, Public Works Administrator – [Sloupe@cosb.us](mailto:Sloupe@cosb.us)

**MAILING ADDRESS:** San Benito County  
Resource Management Agency  
Public Works Division  
2301 Technology Parkway  
Hollister, CA 95023 – Tel: (831) 636-4170

**MARK ELECTRONIC VERSION AND ENVELOPE: "RFP – COSB MIGRANT CENTER BROADBAND  
PROJECT PROPOSAL"**

**RFP PACKAGES RECEIVED AFTER THE DEADLINE OF JULY 10, 2023 WILL BE  
RETURNED UNOPENED TO THE RESPONDENT.**

**Inquiries and Updates:** Questions or requests for clarification regarding this Request for Proposals ("RFP") must be submitted in writing via email to the RMA Office as further described in this RFP. Questions may also be directed to Steve Loupe, Public Works Administrator at [sloupe@cosb.us](mailto:sloupe@cosb.us).

## **I. INTRODUCTION**

The County of San Benito (COSB) requests proposals from qualified firms to provide Professional Design Services for the COSB MIGRANT CENTER BROADBAND PROJECT (Project). The selected firm will design a project and bid package to provide broadband access to the occupants in our County owned Migrant Center. The County is announcing this request for proposals based on a reasonable expectation that funds will be secured from the State of California Office of Migrant Services (OMS). Receipt of the State funds will occur prior to selection of a proposal.

The San Benito County Migrant Center is located at 3235 Southside Road, Hollister, CA 95023. The center consists of 69 housing units for seasonal migrant farm worker families on approximately 15 acres and is operated between April-December.

The County of San Benito is located at the Southern end of the Santa Clara Valley and consists of 1,389 square miles with a total population of 67,579 according to 2022 U.S. Census data. Our County has urban concentrations in the City of Hollister and town of San Juan Bautista with the remainder consisting of some semi-urban areas but is mostly rural in character with an abundance of agricultural and grazing lands. Agriculture continues to be the County's major producing industry. Our County has a five-member Board of Supervisors and has designated the Resource Management Agency (RMA) to manage capital improvement projects at the Migrant Center.

## **II. SUMMARY OF SPECIFIC SCOPE OF WORK:**

Selected firm shall perform all professional and technical engineering services to provide the County with a cost effective plan, specification, and cost estimate (PS&E) package suitable for advertising, bidding, and construction.

That bid package will then be released for public contractor bidding. That bid package shall provide sufficient guidance to a contractor to allow for the installation of a broadband network to support distance learning, tele-health services, access to health care providers, delivery services, job opportunities and other on-line resources.

### **SERVICES TO BE PROVIDED**

Consultant shall provide a detailed methodology to complete the work based on their understating of the required services as it pertains to the project needs and requirements described herein. The general scope of services outlined below is provided only as a guide in this RFP. Consultants should provide a detailed scope of services in their submitted work proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services.

### **RFP SUBMITTAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of proposals by all consultants for professional services. The intent of these guidelines is to assist technical professionals in preparation of their proposals, to simplify the review process, and to provide standards to better compare consultants' proposals.

The proposal shall include the following information at a minimum in the order listed:

**A. Organizational Capacity of Bidders and Responders:** Proposals received shall include a brief history of the organization, an overview and experience with broadband products and related industry experience.

**B. Network Design:**

1) Proposals shall include an overview of the network design that shows site buildings, structures, and floors. Intermediate Distribution Frame (IDF) services areas, Main Distribution Frame areas (conduit for Fiber runs) and proposed location of Network equipment and Wireless Access Points (WAPs) shall be clearly visible in the site layout. 2) Proposals shall include an overview of the ethernet drops for the wireless access points to be deployed in a centralized solution. 3) Proposals shall include details of components, such as ruckus access points and cisco/brocade switches. 4) Proposals should allow for fiber internet access scalable from 1GB to 10GB. 5) Proposals shall include an enterprise firewall that is compliant with the Children's Internet Protection Act (CIPA).

Areas of the site, including individual housing units, office spaces, community room, and related facilities.

2) Wireless access controllers (WACs), Wireless access points (WAPs) and related network equipment shall be designed to ensure network performance, security, and radio frequency (RF) performance.

3) Proposals shall specify the guaranteed indoor Wi-Fi Internet access coverage signal strength. The minimum signal strength shall be -65 decibel milliwatts (dBm) or better.

**C. Power:** Proposals shall confirm that ISP will provide uninterruptable power supplies (UPS) to Main Distribution Frame (MDF) and at any intermediate Distribution Frames as well as the connected Wireless Access Points. The UPS equipment provides AC power during short power outages and protects the equipment from brownouts and power spikes.

**D. Managed Wi-Fi:** Proposals shall include an option for a custom splash and landing pages. Proposals shall include encryption and authentication options. Proposals shall include the option for multiple services, Set identifiers and Personal Area Network.

**E. Service Level Agreements:** Service availability should be > 99.9% while Restoral time should be <30 minutes and total loss of service at any single site should be < 2 hours.

**F. Alternatives to above requirements:** If the above summary of requirements are not possible due to site or infrastructure limitation, then the proposer shall submit a detailed and itemized response to the requirements and submit an alternative solution that provides comparable services.

**G. Procedure to obtain the RFP:** The RFP can be downloaded from:

<https://www.cosb.us/departments/resource-management-agency/building-planning/cosb-bids-rfp-s>

To request a hard copy of the RFP please contact: Steve Loupe, Public Works Administrator – [Sloupe@cosb.us](mailto:Sloupe@cosb.us) Phone Number: (831) 637-5313

A hard copy of the RFP may also be obtained at Resource Management Agency located at 2301 Technology Parkway, Hollister, CA 95023, between 8:30 am and 4:30 pm daily, excluding weekends and holidays. RFP's will also be available at the bidder's conference.

**H. Questions from Bidders:** Questions regarding this RFP may be directed to:

Steve Loupe, Public Works Administrator – [Sloupe@cosb.us](mailto:Sloupe@cosb.us)

Phone Number: (831) 637-5313

RMA staff shall not be allowed to provide any technical assistance in the preparing of proposals.

**III. General Provisions and Requirements:**

**A. Project Schedule:** The 2023 Project Implementation Schedule, may be amended, is as set forth below and subject to approval from State of California O.M.S. Office.

**Overview of 2023 Milestones/Timeline:**

Release of RFP	June 16, 2023
Final requests for clarifications due	June 23, 2023
Deadline to Submit Proposals by 4 p.m.	July 10, 2023
Proposal Review	July 11-12, 2023
County Staff Recommendation Completed	July 13, 2023
State Office of Migrant Services Approval of Proposal	July 14, 2023
County Board of Supervisors Approval of Contract	July 25, 2023
Broadband Design Completed	September 15, 2023

Respondents must confirm whether their proposal can commit to this implementation schedule without the availability of time extensions or change orders unless approved by the County of San Benito and OMS.

**B. BID SUBMITTAL INSTRUCTIONS**

**Proposal Format:** One signed original and 3 copies of the proposal, plus an electronic copy on a USB flash drive, must be submitted by the deadline. No late proposals will be accepted. The proposal must include a Table of Contents and be formatted as follows:

- 12-point font with 1-inch margins
- single spaced
- single sided

- sequentially numbered pages.
- single stapled

**C. Statement Regarding Confidentiality of Submittal Documents:** Upon submission, all applications and attachments shall be treated as confidential documents until the selection process is completed. Once the Notice of Intent to award is released by the RMA, all submissions shall be deemed of public record. In the event that an applicant desires to claim portions of its submission exempt from disclosure, it is incumbent upon the submitting entity to clearly identify those portions with a stamp of “confidential” for which privilege is claim. Each such page shall be clearly marked and readily separable from the submission in order to facilitate public inspection of the non-confidential portion of the proposal.

In addition, the County of San Benito shall not be liable for any pre-contractual expenses incurred by the respondent or selected contractor. The County of San Benito shall be held harmless and free of any and all liability, claims or expenses incurred by, or on behalf of any person or business responding to this RFP.

**D. Rejection of Proposal:** Any proposal shall be disqualified prior to scoring if it:

- is received at any time after the exact time and date set for receipt of proposals.
- is incomplete or fails to meet the minimum qualifications of the RFP.
  - In the event a proposal is disqualified as described above, written notification will be mailed to the proposer describing the reasons for disqualification.
  - If the proposer wishes to dispute the disqualification, or a decision of the review committee, a copy of the San Benito County’s dispute resolution process can be obtained by contacting Steve Loupe, Public Works Administrator, RMA.

**E. Appeals Process:** Bidder or proposer may appeal the award of the contract under this RFP in writing to the Public Works Administrator of the Resource Management Agency within seven (7) working days of the formal award recommendation. The bidder or proposer’s written appeal shall cite the basis for the appeal. Appeals received after the seven-day deadline will not be accepted. All decisions of the RMA Public Works Administrator shall be final.

The only basis for considering an appeal shall be as follows:

- a. Conflict of Interest;
- b. Failure to follow material RFP procedures that result in significant unfair advantage to the awarded bidder or proposer;
- c. Selected applicant is unqualified or disqualified;
- d. There is no substantial basis to select the awarded party.

All appeals must be submitted in writing together with credible supporting documents to: **Steve Loupe, Public Works Administrator, San Benito County RMA at [sloupe@cosb.us](mailto:sloupe@cosb.us).**

**F. General Conditions:**

The County reserves the right to cancel or reject all or a portion or portions of the Request for Proposals without notice. Further, the County makes no representations that any agreement will be awarded to any organization submitting a proposal. The County reserves the right to reject all proposals submitted in response to this request or any addenda thereto.

Any changes to the proposal requirements will be made by written addendum.

The selected proposer will be required to assume responsibility for all services offered in the proposal whether they possess them within their organization. The selected proposer will be the sole point of contact about contractual matters or other liabilities, including payment of all charges resulting from the contract.

The County shall not be liable for any costs incurred in response to this Request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the County harmless from all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the County of San Benito.

The selected proposer will be required to assume responsibility for all services offered in the proposal whether they possess them within their organization. The selected proposer will be the sole point of contact about contractual matters or other liabilities, including payment of all charges resulting from the contract.

#### **G. Oral and Written Explanations**

The County will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized County official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposals.

#### **H. Proposer's Representative**

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

#### **I. Validity**

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing from the date proposals are due, during which time the County may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

#### **J. Permits and Licenses**

Proposer, and all of proposer's subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates, and licenses including, but not limited to, a County Business License, which will be required in connection with the performance of services hereunder.

#### **K. Oral and Written Explanations**

The County will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after

award become binding only when confirmed in writing by an authorized County official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposals.

#### **L. Proposer's Representative**

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

#### **M. ADDITIONAL PROVISIONS AND REQUIREMENTS.**

There are no specified quantitative technical or financial performance requirements. Instead, respondents must show how their solutions will meet or exceed the service level, technical, financial, economic development and social equity results achieved in counties and cities that have already pursued such projects.

Proposals should provide information regarding the service and technology that will be deployed to meet County goals and needs, including, where applicable, service levels, cost, architecture, performance metrics, reliability, and contractual methods for guaranteeing performance. This information must be sufficient to assess the suitability of the proposed solution and will be one of the factors used in judging the capabilities and qualifications of respondents. However, detailed designs are not expected or desired as a response to this Request for Proposals. If proposals include consumer service, information regarding rates and terms must be included.

Technical details should be sufficient to assess the flexibility, reliability, capacity, and completeness of proposals. Capacity should be expressed both in terms of bandwidth and physical media, such as the number of fiber strands or capacity of electronic equipment. Consumer service levels should be expressed in terms of speeds for individual customers, system capacity specifications (overall *and* on a granular basis, such as by node) sufficient to assess ability to deliver such speeds, as well as latency, uptime, customer contact metrics and installation and repair response times.

Respondents must disclose any current or past contracts with local governmental agencies for services that are like services proposed, offered, or contemplated in their responses.

The County will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized County official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposals.

The County reserves the right to require respondents to answer questions and provide additional information upon request.

- 1) **Review and Evaluation of Bid Proposals:** The County reserves the right to use a Proposal Evaluation Committee in the event there are several qualified bid proposals being considered. Otherwise, the County RMA staff and invited staff will conduct a review of the proposals. The County reserves the right to determine the suitability of proposals on the basis contained in this RFP or other professional business criteria and the evaluation process may result in one or

more finalists. Finalists may be interviewed, and business terms may be negotiated in order to make a final selection.

The consultant’s proposal will be evaluated and ranked according to the following criteria:

Title	Points	Description
Responsiveness	10 points	The degree to which the bidder’s overall submission has responded to the RFP.
Understanding of the work to be done	25 points	Bidder’s demonstrated familiarity with the project. Description of issues/challenges associated with the project.
Experience with similar kinds of work	35 points	Bidder’s past experience, staff quality and staff capacity to deliver the final project.
Demonstrated Technical Ability	30 points	Bidder’s proposed plan for this project design and track record with similar project designs.

## N. Award of Contract

The final decision for contract award will be made by the County of San Benito Board of Supervisors at a duly held official meeting. This official action will authorize County staff to execute a design contract and issue a Notice to Proceed.

**UPLOAD YOUR TIMELY SUBMISSION AT: [SLoupe@cosb.us](mailto:SLoupe@cosb.us) – Physical address is 2301 Technology Parkway, Hollister, CA 95023.**

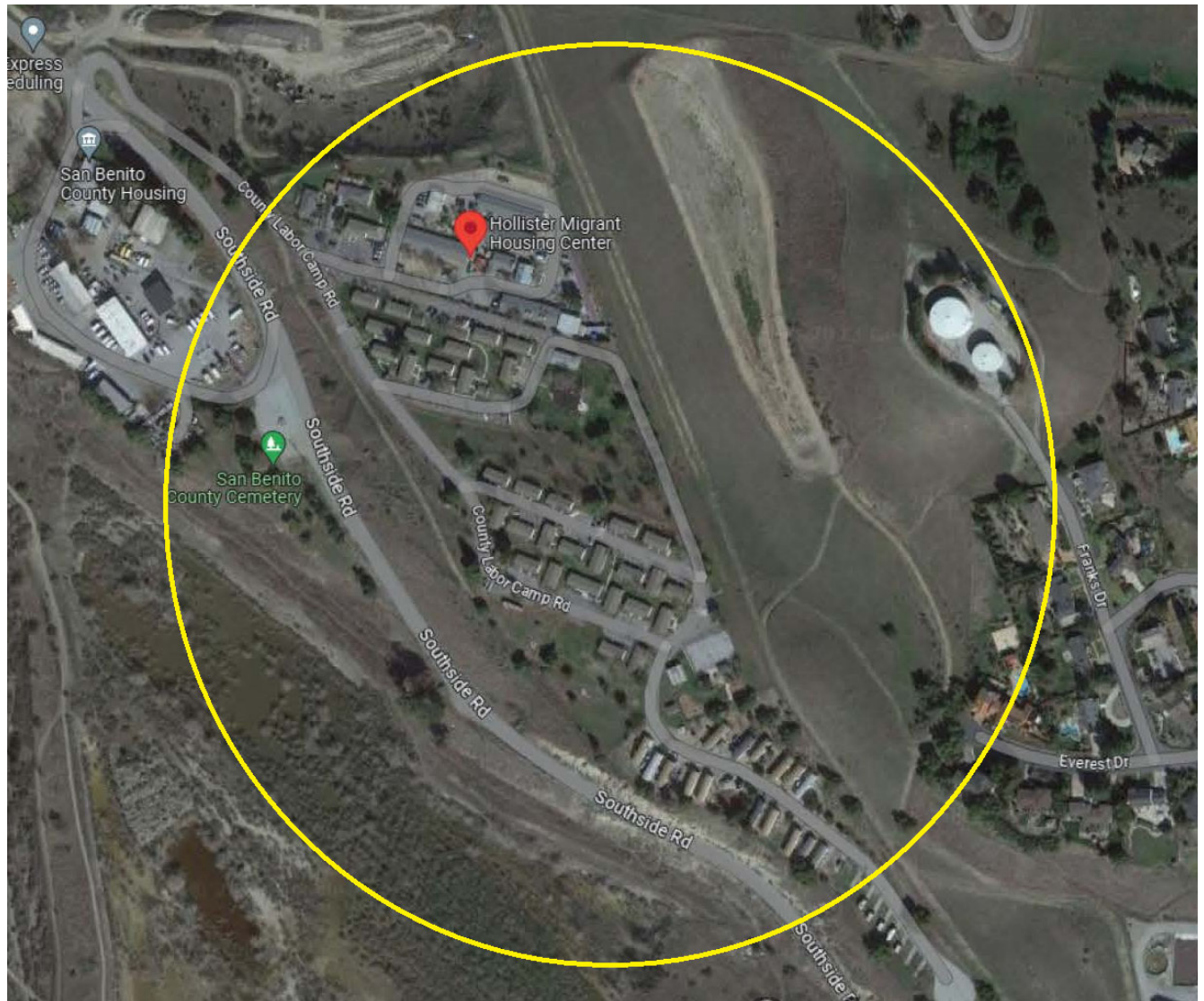
## O. Status of submitted Proposals :

- All contracts and agreements are contingent upon the receipt of state and federal funding by San Benito County.
- San Benito County reserves the right to not fund any proposal submitted and may cancel this RFP process at any time.
- San Benito County reserves the right to fund proposals fully or in part if it is in the best interest of the San Benito County to do so.
- If no more than one proposal is received in response to this solicitation, the San Benito County reserves the right to classify this procurement as a failed competition, and either continue with the review and ranking of the sole proposal or reissue the RFP.
- The proposal must contain accurate and complete information as requested in this RFP. The San Benito County reserves the right to disqualify any proposal that contains inaccurate information.
- The San Benito County reserves the right to withdraw an agreement funding award if it is determined that the award was based on false information provided by the proposer.

- The San Benito County Resource Management Agency shall not be liable for any expenses incurred by the proposer in the preparation of the proposal.
  - Proposals will be reviewed as initially submitted. Except as requested by the San Benito County, no changes, additions, or re-submissions will be accepted after the initial deadline for submission.
  - All proposals and all materials submitted with proposals will become the property of the San Benito County and will not be returned. The San Benito County also reserves the right to solicit additional information from any responding business after the proposals have been received, including requests of on-site interviews, to reject any and all proposals, and to select a bidder according to its own best interest.
  - Proposals will become a matter of public record and subject to the Public Records Act after awards are made. If there are any portions of the proposal that proposers do not wish released upon request, this must be noted on the specific page or pages of the proposal on which the proprietary information appears.
  - The San Benito County reserves the right to make changes to the program design, performance goals, and service delivery systems described in this RFP.
  - Proposals submitted in response to this solicitation are not legally binding documents. An agreement for services approved in the proposal and results in agreement negotiations becomes legally binding after both parties have signed the document. The San Benito County has the right to reject proposals that do not conform to program goals and objectives, and may request redesign after submission. Incomplete proposals will be disqualified.
- D. The selected bidder will sign a contract with the San Benito County Resource Management Agency to fulfill the scope of work indicated in this RFP, as approved by the San Benito County Board of Supervisors. This contract will contain various provisions related to the following:
- A. Compliance with requirements for lobbying, debarment, non-discrimination, and drug free workplace certification.
  - B. File required insurance certificates with the San Benito County Resource Management Agency. The San Benito County must receive the Certificate of Liability Insurance concurrently with the execution of the contract.
  - C. Attachment "A" is a sample of the San Benito County contract that will be required for final execution of agreement.







**EXHIBIT MAP NO. 2 OF PROJECT SITE: SAN BENITO COUNTY MIGRANT CENTER - 3235 SOUTHSIDE ROAD, HOLLISTER, CA 95023.**

**ATTACHMENT A**

**(sample contract)**

# 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: \$ \_\_\_\_\_
- (b) Professional liability insurance: \$ \_\_\_\_\_
- (c) Comprehensive motor vehicle liability insurance: \$ \_\_\_\_\_

**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:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contract Administrator for CONTRACTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**Scope of Services**

CONTRACTOR, for the COUNTY'S benefit, shall provide the following Consulting services

- A. CONTRACTOR shall perform the following
- B. CONTRACTOR shall complete all of the work within XX days of the COUNTY's issuance of the Notice to Proceed
- C. CONTRACTOR shall do all of the work and furnish all the materials, supplies, tools, equipment, labor and other services necessary to complete the project in good, workmanlike and substantial manner and to the COUNTY's satisfaction.

**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)

\*If designated members are unavailable due to extenuating circumstances, Contractor will provide a replacement subject to San Benito County's prior written approval.

**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 Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES**

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

### **C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA**

Contractor shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding economic sanctions against Russia. Contractor shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine includes, but is not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply shall result in the termination of contracts or grants, as applicable. Contractor must further ensure that this contract provision is included and applied to any agents, suppliers, subcontractors, or independent contractors Contractor retains in completing its work for the County of San Benito under this Agreement.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

**Licensed Architects, Landscape Architects, Professional Engineers  
and Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

**D-1. INDEMNIFICATION.** With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

**D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

There are no additional specific terms and conditions.

The following additional specific terms and conditions shall apply: (Specify)

**D-3. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**