



San Benito County Resource Management Agency

Public Works / Planning & Building / Parks / Integrated Waste

ABRAHAM PRADO, Director of Planning and Building

REQUEST FOR PROPOSALS, RFP No. PWP-2301

SAN BENITO COUNTY

Sustainable Agricultural Lands Conservation (SALC) Project

SUBMITTALS: One (1) paper copies of the proposal, along with a flash drive containing an electronic copy in .pdf format, or One (1) password protected electronic copy in PDF format sent through email. Proposals must be received on or before 5:00 PM PST, August 25, 2023.

ADDRESSED TO: Arielle Goodspeed, Principal Planner

MAILING ADDRESS: Resource Management Agency
2301 Technology Parkway
Hollister, CA 95023

Or by email at: agoodspeed@cosb.us

MARK ENVELOPE: "SBC SALC PROJECT – PWP-2301"

PROPOSAL PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE CONSULTANT(S).

Inquiries and Updates: Questions or requests for clarification regarding this Request for Proposals ("RFP") must be submitted in writing via email to Arielle Goodspeed, Principal Planner, at agoodspeed@cosb.us. Requests for clarification or questions must be received no later than **5:00 PM PST, August 18, 2023.**

Written responses to all questions will be collectively compiled and posted, as an Addendum to this RFP, at the County's Website under BIDs & RFPs or the following link:

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

No verbal clarifications or responses given will be binding upon San Benito County ("County"). The County has the right, at its sole discretion, to terminate this process at any time. Nothing herein, or in this process, shall be construed as an obligation of the county to pay any expenses incurred by respondents to this RFP, or to the selected consultant(s).

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ATTACHMENTS & EXHIBITS

RFP Exhibit Documents:

- A. Exhibit "A" – Prospective Respondent Fact Sheet
- B. Exhibit "B" – Official RFP Form
- C. Exhibit "C" – Customer References
- D. Exhibit "D" – Designation of Subcontractors
- E. Exhibit "E" – Non-Collusion of Declaration
- F. Exhibit "F" – Insurance Requirements
- G. Exhibit "G" – Living Wage Compliance Statement
- H. Exhibit "H" – Conflict of Interest
- I. Exhibit "I" – Contract Document (Sample)

Sample Contract Documents

- Contract Coversheet
- Attachment A
- Attachment B
- Attachment C

I. INTRODUCTION

County of San Benito Resource Management Agency (RMA) requests proposals from consultant(s) who could implement Sustainable Agricultural Lands Conservation (SALC) project for the County. It is the intent of the County to identify a qualified firm(s) and consultant(s) to provide necessary services as described herein for a term of Three (3) years. However, the County reserves the right, at its sole discretion, to terminate this RFP process or negotiations with selected consultant(s) and either perform the work with next qualified consultant(s) or with its staff or begin a new RFP process.

San Benito County is a political subdivision of the State of California and is governed by a five-member Board of Supervisors. Administrative offices are located at 481 4th Street Hollister, CA 95023.

San Benito County is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1,396 square miles. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450-foot peaks far south. The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the southern portion of the County primarily rural.

Major transportation routes bisecting the County include Highways 101, 129, 156 and 25. The current population of San Benito County is approximately 64,000 inclusively. The County has two incorporated cities – Hollister, population 41,000, and San Juan Bautista, population 2,404.

II. PROJECT DESCRIPTION AND BACKGROUND

San Benito County Resource Management Agency (RMA) Planning Division will oversee the San Benito County SALC Project. The County will hire a consultant(s) to implement the San Benito SALC Project. The consultant(s) will coordinate and receive support from the project team and input from project partners to ensure the completion of project activities as described in Section IV Scope of Work for the San Benito County Planning Division. The final outcome will serve as a road map for the County, accommodating the shared interest and common goals of San Benito County's diverse community.

San Benito County, with the SALC Project Plan, proposes to address deficiencies in land use policies to enhance the protection of its agricultural land base. The County's 2035 General Plan does not include requirements under Government Code Section 65565 for its agricultural land component. The agricultural policies are referenced under the Land Use Element and not under the Natural and Cultural Resource Element. These policies are inadequate in protecting the County's agricultural land base. The San Benito County General Plan designates Agriculture (A) designation to have a density of one dwelling unit per (5) acres and Rangeland (RG) to have a density of one dwelling unit per (40) acres. The Agriculture (A) land use designation does not differentiate between irrigated lands or lands with high quality soils. A review is needed to assess and determine whether the acreage requirement is adequate for the preservation of Agricultural

Productive and working land. Also, the County’s only existing policy for agricultural mitigation solely addresses Prime Farmland that is class 1 soils. Further review and classification are needed. The California Department of Conservation’s Farmland Mapping and Monitoring Program (FMMP) require the three classifications of farmland (Prime Farmland, Farmland of Statewide Importance, and Unique Farmland) to “have been used for irrigated agriculture production at some time during the four years prior to the mapping date.” By including the land use information in addition to the soil type, the FMMP compiles its California Farmland Conversion Report.

This report captures high-quality farmland that is removed from production. It does not, however, indicate that the farmland is incapable of being productive. Unfortunately, the FMMP maps and definitions are used by many counties to determine whether a developer is required to mitigate the loss of farmland. Developers have learned that they can purchase the land and stop farming for a few years so that it no longer qualifies as Important Farmland on the FMMP maps, and therefore they do not need to contribute to the conservation of local agriculture through mitigation.

The proposed plan will consider adding the Farmland of Local Importance category or other policies for preservation of lands with high quality soil types that are not continuously irrigated but that have access to viable sources of irrigation. In addition to the FMMP qualifier for Agricultural Lands, the project team will review “Prime agricultural land” as defined in subsection “(c)” of California Government Code Section 51201, a provision of the California Land Conservation Act of 1965, also known as the Williamson Act.

III. ANTICIPATED SCHEDULE

07/28/2023 and 08/04/2023	RFP Advertised
07/28/2023	RFP Posted
08/18/2023	Final Requests for Clarifications Due
08/25/2023	Proposals Due
TBD	Interview Top Firm(s) If Required / County's Option
TBD	Final Consultant(s) Selection Notices

IV. SCOPE OF WORK

The following tasks described herein are the minimum requirements for the quantity and quality of work to be performed necessary to meet the County’s objectives and provide a general guidance to the service provider as to the anticipated scope of work. The County reserves the right to modify or delete through negotiation and/or by written addendum issued by the County and will become a part of any contract or agreement between the County and the selected Proposers. At a minimum, the following services will be included in the Proposer’s Fee Schedule. The Consultant(s) may propose to expand on the scope by incorporating their expertise, experience,

and proposed method of approach. The scope of services includes but not limited to the details provided below. Any items to be purchased shall meet or exceed the required specifications.

SERVICES TO BE PROVIDED

Consultant(s) shall provide a detailed method 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.

The consultant(s)'s primary role is to implement the San Benito County SALC Project. The consultant(s) will work with the project team and project partners to ensure the completion of project activities, including but not limited to data collection, mapping, research, and community engagement.

In addition to deliverables specified in the **Project Objectives, anticipated Outcomes and Deliverables** section below, the consultant(s) will prepare an **Agricultural Element** to incorporate in the San Benito County General Plan and meet all requirements under Government Code 65565 and 65350.

The deliverables will support a consensus driven strategy to

- effectively reduce the threat of conversion to non-agricultural land uses
- decrease Green House Gas Emissions
- a work plan incorporating a robust community outreach and engagement activities

The grant maximum being applied for is \$550,000 (\$500,000 with a 10 percent match of \$50,000). This can cover all project related eligible direct costs as outlined within the California Sustainable Agricultural Lands Conservation Program grant guidelines and applications part of California Climate Investments, State of California Strategic Growth Council, California Department of Conservation of Land Resource Protection. Tasks should fall under grant maximum budget, except for specific tasks related to General Plan Agricultural Element adoption that fall outside of eligible costs.

Tasks

A. Sustainable Agricultural Lands Conservation (SALC) Project

Project Understanding

When a Consultant(s) is drawn from the qualified list and is selected to perform tasks for the Sustainable Agricultural Lands Conservation (SALC) project, the Consultant(s) shall provide:

- A detailed Project Understanding,
- A Description of the approach to completing the project,
- A Scope of Services,
- A Schedule to complete the requested task, and
- An Estimation of Costs (Budget) to complete the assignment.

These details will be made part of a contract (refer to section B for more details on Contract assignments). The Consultant(s) shall commence work upon receipt of a Notice to Proceed.

Document Production and Tasks

The primary services to be provided to the County involve the preparation of analyses, summarizations and documentation to support County decision making. The tasks may include:

- All requirements under Government Code Section 65565 Agricultural Land requirements to develop a County Agricultural Land Element.
- Preparation of all planning and zoning law requirements under Government Code Section 65350 for the County to prepare, adopt, or amend general plans and elements of those general plan including but not limited to public involvement, referral of plan, general plan review by California Native American tribes (SB 18 requirements and consultation), Planning Commission noticing and hearing recommendation and Board of Supervisors noticing and hearing and copies of plan.
- Preparation of Environmental Documents as required under CEQA for this plan.
- Fulfill all grant requirement guidelines under the SALC program for agricultural conservation planning grants including inclusive stakeholder and community engagement and outreach, community-based collaborative plans and consensus-building activities that provide general education about agricultural land conservation, and stakeholder meetings.

B. Project Objectives, anticipated Outcomes and Deliverables

The San Benito County SALC Project will develop a plan to reduce the threat of conversion of agricultural lands to non-agricultural uses and identify environmental, public health, cultural, transportation and other co-benefits that contribute to the conservation and sustainability of the County's agricultural and natural lands. The proposed plan will include the creation of an Agricultural Element for inclusion in the County's General Plan pursuant to Government Code section 65565.

Additionally, the San Benito County SALC Project, using proven communications tools, will deliver a collaborative workplan featuring a robust community engagement plan emphasizing input from priority populations. The workplan will be publicly shared and include up-to-date information about the planning project and information about agricultural land conservation and GHG reduction strategies.

The project aims to update San Benito County's 2035 General Plan with an Agricultural Element inclusive of policies that promote effective agricultural and working lands conservation throughout the County. The project team will perform the following activities using a consensus-based decision-making process to determine final recommendations and plan to:

- A. Assess and analyze local policies and regulations that potentially inhibit or enhance

the economic viability and future investment of agricultural operations and natural lands.

B. Pursue a zoning ordinance update to ensure that it clearly defines and differentiates types of agricultural uses consistent with FMMP standards, compatible uses with agriculture, and facilitates the growth of the ag economy.

C. Adopt science-based soil policies to better inform planning activities and mitigation.

D. Develop a mapping and risk assessment tool to quantify the potential for agricultural land to be converted to other uses based on factors such as vulnerability to projected urban growth, ownership structure (investor-owned vs. farmer-owned), and regulatory factors such as zoning.

E. Conduct an analysis of climate change impacts and positive outcomes that can be achieved through climate adaptation and mitigation measures.

F. Facilitate partnership engagement with SBRCD, SBALT, the cities of Hollister and San Juan Bautista, San Benito County Farm Bureau, University of California Cooperative Extension, and others to align with the implementation of the San Benito County SALC Project.

G. Integrate and align relevant local, regional, and state policies, and other relevant documents and resources.

The San Benito County SALC Project team will comprehensively research and analyze the amount and condition of agricultural land that is being converted to non-agricultural use and thoroughly assess land conversion risks. Furthermore, the project team will evaluate relevant data, local policies, and ordinances with the intent to provide clarity and consistency between both policies and ordinances. Appropriate tools and policies to achieve the workplan goals and objectives will be identified to ensure the workplan is pragmatic and implementable.

The project will identify the mitigation potential of the natural and agricultural lands in the region and identify threats posed by climate change; The results could align with Metropolitan Transportation Plan and Sustainable Communities Strategies goals, objectives, and policies relative to long range land use, transportation planning, economic development, accessibility, conservation equity, equity, infill development, public health, conservation and the preservation of cultural and natural resources, and more. The project team will maintain stakeholder engagement throughout the development of the project and provide results to regional stakeholders to inform future land use planning and conservation decisions.

The project team will conduct a comprehensive assessment and analysis of existing policies and plans to support a General Plan Update and research other planning affecting the County's agricultural and natural lands, and climate change policies, practices, and approaches. The research will include, but not limited to the following:

- San Benito County General Plan – proposed for amendment as part of this project
- Williamson Act
- San Benito County Economic Development Strategy
- Hollister General Plan Update (Agricultural Preservation Chapter)

- San Benito Regional Transportation Plan
- San Benito County Fire Plan (for defensible space, ecological health, and rangeland improvement)
- Habitat Conservation Plan/Natural Community Conservation Plan (Currently under development)
- Association of Monterey Bay Governments: 2045 Metropolitan Transportation Plan & the Sustainable Communities Strategy and Sustainable Communities Strategy

C. Evaluation Criteria for Providing Benefits to Priority Populations

California Climate Investments are required to meet minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as “priority populations.”

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:

Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household;

Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household; and

Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimums.

The following tables include criteria for administering agencies to use to determine whether projects satisfy each of the three steps. The criteria are designed to enable administering agencies to readily make an objective “yes” or “no” decision about whether a particular project provides a benefit to a priority population.

Administering agencies must use the criteria table that is applicable to the specific project type(s) funded. For complex projects, there may be more than one applicable criteria table. A complete list of criteria tables is available at: www.arb.ca.gov/ccifundingguidelines.

Administering agencies must refer to CARB’s Funding Guidelines for direction on how to use the criteria table in program design and implementation, project evaluation, project selection, and reporting (www.arb.ca.gov/cci-fundingguidelines).

Project Type: Projects directly benefits priority populations by increasing their capacity to develop plans that enhance access to funds or enable the implementation of projects that reduce vulnerability and/or improve response to climate hazards and other risks. Planning activities may be implemented as a standalone project or as part of a larger, more comprehensive California Climate Investments project.

Projects must satisfy the applicable criteria through Step 3 to be considered to provide direct, meaningful, and assured benefits to priority populations and count toward statutory investment minimums.

Step 1 – Identify the Priority Population(s).¹ Evaluate the project against each of the following criteria. Check all boxes that apply.

Note: For this project type, project location is the geographic boundaries of the region covered by a plan, partnership, or collaborative. For projects that comprise discrete events (e.g., outreach, workshops, seminars), project location is the location of the event.

- A. Is the project located within the boundaries of a **disadvantaged community census tract**?
- B. Is the project located within the boundaries of a **low-income community census tract**?
- C. Is the project located outside of a disadvantaged community, but **within ½-mile of a disadvantaged community and within a low-income community census tract**?
- D. Is the project located within the boundaries of a **low-income household**?

If a project does not meet at least one of the qualifying criteria in Step 1, the project does not count toward statutory investment minimums and no further evaluation is needed. If the project meets at least one Step 1 criterion, continue the evaluation in Step 2.

¹ An online mapping tool of identified disadvantaged communities and low-income communities, and a “look-up” tool list of “low-income” thresholds by county and household size are available at: <https://www.arb.ca.gov/cci-communityinvestments>.

Step 2 – Address a Need. *Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.*

To identify a need that the project will address, agencies and/or applicants can use a variety of approaches:

- A. **Recommended Approach:** Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was or will be considered in the design and/or selection of projects to address those needs;
- B. **Recommended Approach:** Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support;
- C. **Alternative Approach:** Where direct engagement is infeasible, look at the individual factors in CalEnviroScreen that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors; or
- D. **Alternative Approach:** Where direct engagement is infeasible, refer to the list of common needs for priority populations in CARB's Funding Guidelines Table 5 and confirm that the project addresses at least one listed need.

Describe identified community or household need(s):

The San Benito SALC Project will directly engage priority populations, including Tribal Bands and indigenous populations residing and working within the County. Translation equipment and tools will be used to enhance communication between the SALC Team and participants. This effort will address needs and provide benefits to prioritized populations in San Benito County.

If the project addresses a community or household need as described in Step 2, proceed to Step 3. If the project does not address a community or household need, it will not count toward statutory investment minimums and no further evaluation is needed.

Step 3 – Provide a Benefit. Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. The benefit provided must directly address the identified need.

Project must meet at least one of the following benefit criteria:

- A. Project directly engages priority populations in developing actionable plans that address community needs, reduce environmental burdens, or improve public health in their community;
- B. Project or plan includes components that, when executed, reduce direct risk to priority populations from climate hazards such as: fire (e.g., defensible space); flooding, coastal inundation, wave impacts, or erosion;
- C. Project or plan includes components that, when executed, improve the ability of priority populations to respond to climate risk (e.g., emergency preparedness plan).
- D. Project or plan includes actionable components that, when executed, meets the criteria in benefit criteria table for the applicable project type.

If the project meets the criteria in Steps 1, 2, and 3, it will be considered as providing direct, meaningful, and assured benefits to priority populations and will be counted toward statutory investment minimums.

D. Contracts

As projects are assigned to the qualified firm(s) on the qualified list, Consultant(s) are to provide the following for the RMA to generate a contract and order to proceed to begin work.

- A detailed project understanding and an overall approach to the project to fulfill the County's need as expressed in Section IV Scope of Work. This should demonstrate Consultants' understanding of the key elements of the project and issues confronting the County. Describe an overall approach to the project work program for accomplishing the project objectives and specific techniques to be used.
- The content of the proposal document shall be well structured using appropriate headings and subheadings; all sections and sub-sections shall be numbered accordingly.
- A detailed list of project deliverables shall be provided. The scope of services provided shall also include semi-regular meetings with RMA staff, telephone and conference calls, field inspections, hearings and workshops if necessary and documentation and copies as necessary.
- A tentative schedule (shown in weeks, months and years), illustrating each task, milestone and critical data shall be provided. Specifically address the scope of work. The response shall indicate a logical breakdown of the project and indicate all milestones and the critical paths necessary to achieve each milestone. The descriptions shall be in sufficient detail to allow for evaluation. The methodology should also set forth how the project will be managed.

- Amount of time and staff to be expended for each phase of the project.
- A description and percentage of work to be performed by sub-consultant(s).
- Include potential issues or challenges which may arise, based on the Respondent/sub-consultants' work and experience with other agencies.
- A project budget shall be provided in a table or other format that clearly shows a breakdown by task or deliverable and address other items or considerations that the consultant(s) feel warranted. The hourly rates used to determine this budget shall be the rates agreed upon in the contract.
 - Indicate the hourly rate of the individuals involved, number of hours for each component, task or deliverable, billing and expense reimbursement rates, and other optional items.
 - All costs shall be stated as "not to exceed" amounts. All costs must be detailed specifically in the cost summary.
 - All costs shall be clearly labelled as "Per Month Cost", "Per Year Cost", "One-Time Cost", "Total Cost" etc. as appropriate.

E. Performance

The Consultant(s) is required to perform the consulting services in accordance with the standards and regulations put forth by the SALC program and to the satisfaction of RMA.

F. Term of Contract

The Contract term will be for up to three (3) years unless terminated by either party. The Contract may be amended for a longer term if agreed upon by both parties.

G. Payment Terms

Consultant(s) shall invoice the County progress payment amounts based on the not to exceed task or deliverable amounts defined in the scope of services and budget provided in the specifications of each project.

V. SERVICES PROVIDED BY COUNTY

Services performed by the County shall include:

- a) Provide a County representative
- b) Provide readily available County documents requested by consultant(s) as appropriate to perform tasks associated with completion of the Project
- c) Participate in meetings with the consultant(s) as required
- d) Provide contact information for various regulatory agencies with regulatory purview over County facilities involved with the Project
- e) Review and provide timely comments/decisions on consultants' work plans, studies, reports or other Project documents, as appropriate

VI. RFP SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all consultant(s) for professional services. The intent of these guidelines is to assist consultant(s) 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:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Arielle Goodspeed, Principal Planner
San Benito County
Resource Management Agency
Public Works Division
2301 Technology Parkway
Hollister, CA 95023

The letter shall include the consultants' contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the consultants' understanding of the project and services being requested, critical elements/issues associated with the project, approach to address issues, and any other pertinent information the consultant(s) believes should be included.

The letter shall indicate any conflicts or non-acceptability of the terms and conditions of the County's sample Standard Contract Agreement enclosed in "Exhibit I". Proposed deviations and modifications to the contract agreement must be noted in the submittal. Changes to the agreement will not be considered by the County once consultant(s) selection has been completed.

The letter shall be signed by the individual authorized to bind the consultant(s) to the proposal.

2. Consultant(s) Information, Qualifications & Experience

The County seeks Consultant(s) that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

- Contracting agency Project Manager and contact information
- Contract amount and funding source
- Timeframe of project
- Project Description and objective

3. Organization and Approach

Describe the roles and organization of the proposed team for this project and include an organization chart. Indicate the composition of subcontractors and number of project staff, facilities available and experience of the team as it relates to this project.

Describe the project management approach. Provide a detailed description of how the team and scope of work will be managed.

Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment of the proposed Consultant(s). Key members, especially the Project Manager and Resident Engineer, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Scope of Work

- Include a detailed Scope of Work describing all pertinent tasks with project deliverables provided in logical order listed appropriately under appropriate phases.
- Describe your cost control and budgeting methodology for this project.

5. Hourly rates and charges (provided in a separately sealed envelope)

Provide a current schedule of hourly rates and charges, including your proposed method of compensation for providing professional consulting services. Proposed Consultant(s) shall review and complete the following Certification Forms:

- a) **Official RFP Form**
- b) **Prospective Respondent Fact Sheet**
- c) **Non-Collusion of Declaration**
- d) **Conflict of Interest Statement**

The proposed Consultant(s) shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant(s) shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposed Consultant(s) shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

6. Contract Agreement

Indicate if the proposed Consultant(s) has any issues or needed changes to the County's Standard Contract Agreement included as Attachment.

The Consultant(s) shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the Proposal Submission Due Date.

VII. CONSULTANT(S) SELECTION PROCEDURE

The selection procedure shall be in accordance with County policy and Chapter 10 “Consultant Selection,” of the California Department of Transportation’s Local Assistance Procedures Manual. A Selection Committee (“Committee”) will be formed to evaluate the RFPs and to make final selection recommendations. The Committee may consist of representatives of the Agency, other County Departments, outside agencies or private companies if considered necessary or desirable for the selection process. The Committee will screen the RFPs to narrow consideration to those firms with qualifications and experience deemed especially qualified for this commission. These firms may be invited to participate in interview(s) prior to a final selection. Interview(s) may be performed at the option of the County as deemed necessary.

Consultant(s) invited for interview(s) will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant(s) will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

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

<u>Evaluation Criteria</u>	<u>Maximum Score</u>
Understanding of the work to be done	25
Experience with similar kinds of work	20
Quality of staff for work to be done	15
Capability of developing innovative or advance techniques	10
Familiarity with state and federal procedures	10
Financial responsibility	10
Demonstrated Technical Ability	10
Total	100

The evaluation criteria are briefly described as follows:

1. Understanding of the work to be done

- Demonstrated familiarity with the project.
- Description of issues & solutions associated with the project.
- Demonstrated familiarity with Project Plans and other provided documents.

2. Experience with similar kinds of work

- Firm’s records of performance on similar projects.
- Records of performance on similar projects for consultant(s), project manager, and key staff.
- Records of performance on similar projects for Subconsultant(s).

3. Quality of staff for work to be done

- Demonstrated professional experience, organizational and technical skills.
- Identification of adequate technical resources to perform work.
- Demonstrated experience and qualifications of the project manager and key personnel and assurance of their involvement in the project until its completion.

4. Capability of developing innovative or advance techniques

- Processes, Tools and Methodologies to be used to complete the Project.
- Assurance of skilled resources to complete the project.

5. Familiarity with State and Federal Procedures

- Demonstrated familiarity with Caltrans Local Assistance procedures and policies related to the Project.

6. Financial responsibility

- Demonstrated adequacy of financial management and accounting system as required by the applicable federal regulations.

7. Demonstrated Technical Ability

- Demonstrated ability to successfully provide services for project.
- Demonstrated key personnel to be assigned to projects consistent with tasks listed in the anticipated Scope of Work.
- Demonstrated assignment of personnel and sub consultant(s) with requisite education, experience, and professional qualifications.
- The firm's organizational structure showing sufficient depth for workload.

An evaluation committee will review and rank the proposals. At the County's sole discretion one or more consultants may be invited to attend an interview to further the selection process. If held, the interview process would include a brief presentation by the consultant(s) followed by a question-and-answer period from the interview panel.

EXHIBIT A: PROSPECTIVE RESPONDENT FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: |__|__|_|_|_|_|_|_|_|_|_|_|

Contractor's License #: _____ Type: _____
(as applicable)

Contractor Does Business As: ___ Individual ___ Partnership
___ Corporation ___ Government ___ Fiduciary ___ Other

Contractor is a: ___ Resident ___ Non-Resident of California

- 1) Is your firm authorized to do business in the State of California? Y N
- 2) Is your firm a State of California registered small business? Y N
- 3) Is this a disabled owned business? Y N
- 4) Is this a women owned business? Y N
- 5) Is this a minority owned business? Y N
- 6) Has your firm been certified as a minority firm by any public agency? Y N

If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

7) Local Business yes _____ no _____

8) This firm has been in continuous business under the present name for ___years.

9) Annual sales volume: _____ 10) Net worth of business: _____

NOTE: Please reference Standard Definitions on the following page.

EXHIBIT B: OFFICIAL RFP FORM



**County of San Benito
RESOURCE MANAGEMENT AGENCY**

2301 Technology Parkway, Hollister, CA 95023

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

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

Yes No

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

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

Executed in _____, California, on _____, 2023

NAME OF FIRM _____

EMAIL: _____ PHONE: _____

ADDRESS: _____ CITY: _____ ZIP _____

ADDENDUM ACKNOWLEDGMENT:

The Respondent acknowledges receipt of the following Addenda:

Addendum # _____, dated _____ Addendum # _____, dated _____

NAME: _____ TITLE _____

SIGNATURE & DATE

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

EXHIBIT C: CUSTOMER REFERENCES

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

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EXHIBIT E: NON-COLLUSION OF DECLARATION

**COUNTY OF SAN BENITO
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
(Name)

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

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

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

(Date)

(Signature)

EXHIBIT F: INSURANCE REQUIREMENTS

Indemnity

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

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

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

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.

 - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of **\$500,000.00** combined single limit per accident for bodily injury and property damage.

 - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of **\$1,000,000.00** combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of COUNTY.

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

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

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

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

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

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

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

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

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

San Benito County Attn: RMA Director
Resource Management Agency
2301 Technology 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.

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

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

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

EXHIBIT G: LIVING WAGE COMPLIANCE STATEMENT

Company Name: _____

Address: _____
Street City State Zip

Proposed Services: _____

- 1. Number of employees: _____ If five or less, please sign below and return.
- 2. Are your employees covered by a collective bargaining agreement? Yes ___ No ___
If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

- 3. Are your employees receiving a pay rate that meets or exceeds the Federal Living Wage requirements:
Yes: _____ No: _____

- 4. Are medical benefits provided to your employees? Yes: ___ No: ___
If yes, enter the name and address of the plan or program below.

- 5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: _____

- 6. Will any subcontractors perform work on this contract? Yes: ___ No: ___
If yes, please complete and submit this form for each subcontractor working on this County Contract.

- 7. Please list any other contracts for services you currently have with the County:

Contract/PO#	\$ Amount

- 8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing. Yes: _____
No: _____

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

- 9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.
Do you agree to provide this information within 10 days of request? Yes: ___ No: ___

I certify, under penalty of perjury, that the above information is true and correct.

Name (please print)	Title	Phone Number
---------------------	-------	--------------

Signature	Date
-----------	------

EXHIBIT H: CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this CONTRACT.
- C. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this CONTRACT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this CONTRACT. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- G. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this CONTRACT is also employed by the construction contractor for any project included within this contract.
- H. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this CONTRACT shall have provided services on the design of any project included within this contract.

EXHIBIT I:

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:

Contract Administrator for CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 2301 Technology Parkway

Address: _____

Hollister, California 95023

Telephone No.: (831) 636-4170

Telephone No.: _____

Fax No.: (831) 636-4176

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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

1.

B. CONTRACTOR shall complete all of the work within 10 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.
revised 7/22/2022 Attachment C: Page 2 of 7
- (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.
revised 7/22/2022 Attachment C: Page 3 of 7

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. revised 7/22/2022 Attachment C: Page 4 of 7

(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

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: revised 7/22/2022 Attachment C: Page 5 of 7 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 revised 7/22/2022 Attachment C: Page 6 of 7 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. revised 7/22/2022 Attachment C: Page 7 of 7

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 any 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