



COUNTY OF CONTRA COSTA

REQUEST FOR QUALIFICATIONS No. 1902-329

For

STATE LEGISLATIVE ADVOCACY SERVICES

Written questions about this RFQ can be submitted by **12:00 p.m. (noon) on April 3, 2019** to:
lara.delaney@cao.cccounty.us

Thank you in advance for your interest in this opportunity
and for your efforts in preparing your response.

DATE ISSUED: MARCH 27, 2019

RESPONSE DUE

by

12:00 p.m. (noon)

on

APRIL 24, 2019

At

Contra Costa County Administrator's Office
651 Pine Street, 10th Floor
Martinez, CA 94553

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ATTACHMENTS

- Exhibit A – Fee Schedule
- Exhibit B – Response Content and Submittal Completeness Checklist
- Exhibit C – Standard Contract

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Bidder or Responder	Shall mean the specific person or entity responding to this RFQ
Board	Shall refer to the County of Contra Costa Board of Supervisors
CAO	Shall refer to the County Administrator's Office
CSC	Shall refer to County Selection Committee
Contractor	When capitalized, shall refer to selected responder that is awarded a contract
County	When capitalized, shall refer to the County of Contra Costa
Federal	Refers to United States Federal Government, its departments and/or agencies
FY	Shall mean Fiscal Year
Labor Code	Refers to California Labor Code
Proposal	Shall mean responder/contractor response to this RFQ
Request for Qualifications	Shall mean this document, which is the County of Contra Costa's request for contractors'/responders' proposal to provide the services being solicited herein; also referred herein as RFQ
Response or Submittal	Shall refer to responder's proposal submitted in reply to RFQ
RFQ	Request for Qualifications
State	Refers to State of California, its departments and/or agencies

II. STATEMENT OF WORK**A. INTENT**

The intent of this Request for Qualifications (RFQ) is to describe state legislative advocacy and related services required by the County of Contra Costa and to solicit qualifications from experienced providers to professionally and effectively represent the County's interests in Sacramento. The County intends to award a three-year contract with two (2) single year options to renew to the successful responder whose response conforms to the RFQ and meets the County's requirements.

B. SCOPE

Contra Costa County is seeking qualifications from experienced providers of State legislative advocacy services to professionally and effectively represent the County's interests in Sacramento. The purpose of the State legislative program is to secure legislation that benefits the County and its residents while seeking to mitigate or oppose legislation that would adversely impact the County's delivery of service; to secure State funding through the grant and/or appropriations process; and to shape public policy in priority areas that impact County government.

The successful responder will work in a proactive manner to protect and advance the County's interests in Sacramento. This includes lobbying the State Legislature and Administration to ameliorate budget proposals that negatively affect the County's interests and aggressively seek

opportunities to enhance the County's budget. Services required by the County include legislative and administrative representation with members of the executive branch, members and staff of the legislature, pertinent State offices and agencies, and relevant interest groups, coalitions, and associations. The successful Contractor will meet with State authorities and represent the County's interests as directed by the County. The legislative advocate will also work with the Board of Supervisors, the Legislation Committee, the County Administrator, department heads and/or assigned departmental staff on a legislative agenda to advance the County's interests. This includes tracking and suggesting opportunities to change State policy in ways that will benefit residents of Contra Costa County. The Contractor shall report to the County Administrator's Office.

The CAO coordinates the County's Legislative activities, as summarized below.

1. **Annual Legislative Program**

The Contra Costa County Board of Supervisors adopts an annual State Legislative Platform in January of each year¹. Prior to developing this Platform, the CAO's office invites input from all County departments, the Board of Supervisors, its subcommittees, and its advisory bodies. From this input, the State Legislative Platform is developed. The County's State Legislative Platform includes legislative proposals and priorities, as well as the County's position on various policy issues. The Platform is submitted to the Board of Supervisors through the County's Legislation Committee, which typically approves the draft legislative Platform in December. The Platform is amended throughout the year as new legislative issues arise.

2. **Legislation Committee**

In 2007, the County established the Legislation Committee as a means of coordinating the review of legislative matters of interest to the County. (The Board's Transportation, Water, and Infrastructure Committee reviews legislative matters related to transportation, water, and other infrastructure.) The Legislation Committee meets monthly to review the impact of State and Federal legislation on the County. The Committee receives regular updates from the County's State and Federal legislative advocates and advises the Board of Supervisors and County Administrator on legislative matters affecting the County.

3. **Issues of Particular Concern to the County**

The County's Legislative Platform identifies legislative and regulatory advocacy priorities which include Health Care, Homelessness, Realignment Implementation, the State Budget, and Water and Levees/the Sacramento-San Joaquin Delta. Of particular concern is the impact of the State Budget on the County, including the realignment of State programs to the County level. It is expected that the State legislative advocate will provide guidance to the County on these matters and strategies to mitigate potential negative impacts.

¹ The Board's adopted Platform is available at: <http://www.contracosta.ca.gov/2859/Legislation>

C. BACKGROUND

Contra Costa County was incorporated in 1850 as one of the original 27 counties of California. A five-member Board of Supervisors, each elected to four-year terms in district nonpartisan elections, serves as the legislative body of the County, which has a general law form of government. Also elected are the County Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector. The County Administrator, David Twa, is appointed by the Board as the chief executive officer and directs the day-to-day government operations of the County. The County Administrator is also responsible for presenting the Board with a Recommended Budget for consideration of adoption as the Final (Adopted) Budget, which serves as the foundation of the County's financial planning and control.

Contra Costa is one of nine counties in the San Francisco-Oakland Bay Area and the ninth most populous county in California with an estimated population of 1,149,363 as of January 1, 2018. The County covers about 733 square miles and extends from the northeastern shore of the San Francisco Bay easterly about 50 miles to San Joaquin County. The County is bordered on the south and west by Alameda County and on the north by the Suisun and San Pablo Bays. The western and northern shorelines are highly industrialized, while the interior sections are suburban/residential, commercial and light industrial. The County contains 19 cities, the most populous of which include Richmond in the west (pop. 110,967); Antioch in the northeast (113,061); and Concord in the middle (129,159).

The County agencies/departments include: Agriculture, Animal Services, Assessor, Auditor-Controller, Child Support Services, Clerk-Recorder, Conservation & Development, County Administrator, County Counsel, District Attorney, Employment and Human Services, Contra Costa Consolidated Fire, Health Services, Human Resources, Information Technology, Library, Probation, Public Defender, Public Works, Risk Management, Sheriff-Coroner, Treasurer-Tax Collector, and Veterans Services. The County employs approximately 9,801 permanent full-time employees. The General Fund budget for FY 2018-19 is \$1.77 Billion, with a total adjusted budget, excluding Fire and special districts, for FY 2018-19 of \$3.77 Billion.

With respect to its State advocacy services, the County presently contracts with Nielsen Merksamer Parrinello Gross & Leoni, LLP. This firm has been under contract since 2004 as the County's state legislative advocates and receives a monthly retainer of \$15,000. The contract expires on June 30, 2019.

D. MINIMUM QUALIFICATIONS

1. Responders shall be regularly and have been continuously engaged in the business of providing State legislative advocacy to **local governments** for at least five (5) years (*does not have to be consecutive service or with the same jurisdiction*), preferably to urban county governments.
2. Responders shall have an office based in Sacramento with at least two non-clerical staff who would be assigned full-time or part-time to this contract who possess significant experience testifying at hearings before the Legislature and State agencies. *Responders must submit names and resumes.*

3. Responders shall have relationships with the County's legislative delegation and their staff. Responders must provide a list of contacts and/or supporting documentation that demonstrates existing relationships. *The list need not be comprehensive.*
4. Responders shall have broad bipartisan relationships with State legislators, legislative staff, State agencies, and executive branch officials. Responders must provide a list of contacts or supporting documentation that demonstrates existing relationships. *The list need not be comprehensive.*
5. Responders shall possess the proven ability to initiate, develop, and carry out effective strategies to influence legislative and administrative activities and to effectively lobby on behalf of the County.
6. Responders shall possess all permits, licenses and professional credentials necessary to perform the required legislative advocacy services.
7. Responders' other clients should not pose conflict of interest issues for the County, nor should their interest be in direct conflict with the County's mission.

Any response that does not demonstrate that the Responder meets these minimum requirements by the deadline to submit proposals will be considered non-responsive and will not be eligible for evaluation for award of the contract.

E. SPECIFIC REQUIREMENTS/SCOPE OF WORK

The selected Responder shall advise, counsel, and represent the County in pursuing legislative initiatives and funding before the California Legislature and the Executive Branch of State government. Under the direction of the County Administrator, the State legislative advocate will provide, at a minimum, the following services:

1. Energetically represent the County and serve as a liaison between the California State Legislature, the Governor, State administration officials, and other State Department representatives.
2. Maintain regular, routine communication with the County Administrator's Office regarding issues of importance to the County Board of Supervisors, the County Administrator, and Department heads.
3. Provide the County Administrator's Office with timely reports during session and on an "as needed" basis when the Legislature is not in session.
4. Work with the legislative members and staff to implement the legislative objectives approved by the County, including (if necessary) obtaining sponsorship of bill(s) or amendment(s) to bill(s) consistent with the legislative agenda and Platform approved by the County Board of Supervisors.
5. Assist the County in developing strong relations with the County's legislative delegation, legislative leaders and the Administration. This includes developing a target list of key

influencers from both parties in the Legislature and proactively developing relationships between these members and County leaders.

6. Draft and/or assist in drafting materials, correspondence, legislation, amendments, and resolutions to advocate in support of the County's legislative goals.
7. Monitor all bills of interest to the County and take action on such legislation as directed by the County Administrator's Office. For bills or amendments passed into law that affect the County, Contractor shall monitor the implementation of those laws and advise the County on the action needed to ensure proper implementation and compliance.
8. Provide logistical support to arrange appointments and meetings with members of the Legislature, Administration, and State agencies, as needed. This includes preparing talking points and/or briefing materials as needed.
9. Serve as the liaison to the California State Association of Counties (CSAC), Urban Counties of California (UCC), and, as requested, to other state professional organizations.
10. Lead the County in developing and implementing an effective State advocacy strategy and annual legislative program to:
 - a. Influence State laws and policies as they relate to County priorities, programs and operations, including enacting legislation which accomplish specific County goals; and
 - b. Identify opportunities to increase funding for County priorities, programs and operations. The advocate will be proactive in opposing legislation or statutes that may have a negative impact on funding.
11. Research and provide information to the County on such matters as:
 - a. State Budget: Prepare written reports of analysis of State Budget actions and their impact on the County.
 - b. State bills and laws: Monitor legislation affecting County programs and alert the County Administrator's Office and appropriate departmental staff.
 - c. Funding opportunities and availability.
 - d. Legislative hearings, reports and testimony.
 - e. State regulations, guidelines, directives and other administrative policies, both proposed and adopted.
 - f. Technical memoranda and reports impacting County operations; and
 - g. Perform other related duties as mutually agreed upon.

F. DELIVERABLES/REPORTS

1. Report on and advise the County on relevant State legislation, proposed and adopted, and administrative actions that affect County programs. Reporting will include, at a minimum:
 - a. a yearly summary on major activities and accomplishments;
 - b. participation in monthly conference calls with the Legislation Committee to provide updates on legislative activities, pending legislation, and all budget related matters; and
 - c. at least two (2) visits per year to the County which will include meetings with Board members/staff, County administrative and departmental staff.
2. Regular e-mails regarding budget and/or legislative updates.
3. Report of County sponsored, supported and opposed bills, to be included in the annual Legislative Platform.

III. INSTRUCTIONS TO RESPONDERS**G. CORRESPONDENCE**

As of the issuance of this RFQ, Responders are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Responder.

All questions regarding the proposal must be directed to Lara DeLaney, Senior Deputy County Administrator at: lara.delaney@cao.cccounty.us. Include RFQ #1902-329 in the Subject line. The deadline for submitting questions for this RFQ is on or before 12:00 noon on April 3, 2019. All questions will be answered and disseminated to those registered on the BidSync website; BidSync is a web-based government bidding system. It is the responsibility of each responder to be familiar with all of the specifications, terms and conditions. By the submission of a Bid, the Responder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

H. CALENDAR OF EVENTS

Event	Date/Location
Request Issued	March 27, 2019
Written Questions Due	by 12:00 p.m. (noon) on April 3, 2019
Response Due	by 12:00 p.m. (noon) on April 24, 2019
Interviews	Week of May 6, 2019
Legislation Committee Recommendation	May 13, 2019
Board Award Date	May 21, 2019
Contract Start Date	July 1, 2019

Note: Award date is approximate.

I. SUBMITTAL OF RESPONSES

1. All responses must be SEALED and must be received at the County Administrator's Office **by** 12:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED RESPONSES CANNOT BE ACCEPTED. IF HAND DELIVERING RESPONSE, PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN PUBLIC PARKING LOTS.

Responses will be received only at the address shown **below**, and by the time indicated **in the Calendar of Events**. Any response received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the responder unopened.

2. Responses are to be addressed **and delivered** as follows:

**State Legislative Advocacy Services
RFQ #1902-329
Contra Costa County, County Administrator's Office
651 Pine Street, 10th floor
Martinez, CA 94553**

3. Responders are to submit one (1) original hard copy response, with original blue ink signatures, plus five (5) copies of their proposal. Original response is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all responses submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper.
4. Responders must also submit an electronic copy of their proposal. The electronic copy must be a single file, scanned image of the original hard copy with all appropriate signatures, and must be on a disk or USB flash drive and enclosed with the sealed hard copy of the response.
5. Responder's name and return address must also appear on the mailing package.
6. No email (electronic) or facsimile responses will be considered.
7. Responder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its response.
8. All costs required for the preparation and submission of a bid shall be borne by Responder.
9. Proprietary or Confidential Information: No part of any response is to be marked as confidential or proprietary. County may refuse to consider any response or part thereof so marked. Responses submitted in response to this RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all responses shall become the property of County. County reserves the

right to make use of any information or ideas contained in submitted responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).

10. All other information regarding the responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and an intended award has been made by the County Board of Supervisors. The submitted proposals shall be made available upon request no later than five (5) business days after approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed intent to award/non-award notifications, which will include the name of the responder to be recommended for award of this project.
11. Each response received, with the name of the responder, shall be entered on a record, and each record with the successful response indicated thereon shall, after the award of the order or contract, be open to public inspection.

J. RESPONSE FORMAT

1. Responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for responses to be considered complete, Responder must provide all information requested. See Exhibit B, Response Content and Submittals Completeness Checklist.

K. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of Board Members, County staff and other parties that may have expertise or experience in State legislative advocacy services. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFQ. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the County Administrator’s Office only. Responders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Responder to contact and/or influence members of the CSC may result in disqualification of Responder.

As a result of this RFQ, the County intends to award a contract to the responsible responder whose response conforms to the RFQ and whose response presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the responder that proposes to the County the best quality of services as determined by the combined weight of the evaluation criteria.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of responders that will continue to the final stage of oral presentation and interview and reference checks. If the two stage approach is used, responders receiving the highest preliminary scores may be invited to an oral presentation and interview. Only the responders meeting the short list criteria will proceed to the next stage. All other responders will be deemed eliminated from the process. All responders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to responders.

Evaluation Criteria

- Completeness of Response
- Relevant Experience and Relationships
- References
- Understanding of the Project and Scope of Work
- Presentation and Interview if required

L. NOTICE OF INTENT TO AWARD

At the conclusion of the RFQ response evaluation process (“Evaluation Process”), all responders will be notified in writing by e-mail or fax, and certified mail, by the CAO’s office of the contract award recommendation, if any. The document providing this notification is the “Notice of Intent to Award.” The Notice of Intent to Award will provide the following information:

- The name of the responder being recommended for contract award; and
- The names of all other parties that submitted proposals.

M. DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the County Administrator. Responders may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within five (5) calendar days of the date of the letter of notification of recommended award or denial of award.
3. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

David Twa, County Administrator
Contra Costa County
651 Pine Street, 10th floor
Martinez CA, 94553
dtwa@cao.cccounty.us

The County Administrator shall make a decision concerning the appeal and notify the Responder making the appeal within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Administrator shall be deemed final.

IV. TERMS AND CONDITIONS

N. TERM / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be three (3) fiscal years, commencing July 1, 2019.
2. By mutual agreement, any contract which may be awarded pursuant to this RFQ may be extended for two (2) additional one year terms at agreed prices with all other terms and conditions remaining the same.

O. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.
2. Unless otherwise stated, Responder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
5. Federal and State minimum wage laws apply. The County is not imposing any additional requirements regarding wages.
6. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

P. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFQ section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the responder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall score. An award may not necessarily be made to the responder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for responders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single contractor.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. Final Standard Contract terms and conditions will be negotiated with the selected responder.

Q. METHOD OF ORDERING

1. A signed Standard Contract will be issued upon Board approval.
2. Standard Contracts will be transmitted electronically and mailed and shall be the only authorization for the Contractor to start the contract.
3. Payments for services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

R. INVOICING

1. Contractor shall invoice the County Administrator's Office, unless otherwise advised, upon satisfactory performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory performance of services.

3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County contract number, invoice number, and remit to address and itemized services description and price as quoted.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.

S. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all contracts from the County and shall be the primary contact for all issues regarding Responder's response to this RFQ and any contract which may arise pursuant to this RFQ.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the CAO staff to ensure that established standards are adhered to.

T. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
2. The County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

EXHIBIT A

COUNTY OF CONTRA COSTA

RFQ No. 1902-329
for

STATE LEGISLATIVE ADVOCACY SERVICES

FEE SCHEDULE

Fees shall be submitted on Exhibit A as is. No alterations or changes of any kind are permitted. Responses that do not comply will be subject to rejection in total. The fees quoted below shall include all taxes and all other charges and is the cost the County will pay for the three-year term of any contract that is a result of this RFQ.

Prices shall include everything necessary for the completion of and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, labor, services, taxes, licenses, permits and an estimated cost for two (2) trips to Contra Costa County per year required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

Responder agrees that the prices quoted are the maximum they will charge during the term of any contract awarded.

			1st Year		2nd Year		3rd Year		
Description	Unit of Measure	No. Units	Charge per Unit	Extension	Charge per unit	Extension	Charge per unit	Extension	Total for Three (3) Years
	A	B	C	D = B * C	E	F = B * E	G	H = B * G	I = (D + F + H)
Monthly service charge for state legislative advocate program	Per month	12	\$	\$	\$	\$	\$	\$	\$
TOTAL COST FOR SERVICES									

FIRM: _____ SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT B**RFQ No. 1902-329****for****STATE LEGISLATIVE ADVOCACY SERVICES****RESPONSE CONTENT AND SUBMITTAL
COMPLETENESS CHECKLIST**

1. Responses must be signed in blue ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the responder.
2. Responders shall provide all of the below noted Response documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the Response, as determined in the County's sole discretion. The content and sequence for each required Response document/exhibit shall be as follows:

CHECK LIST

- ☐ A. **Title Page:** Show RFQ number and title, your company name and address, name of the contact person (for all matters regarding the RFQ response), telephone number and proposal date.
- ☐ B. **Table of Contents:** Responses shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.
- ☐ C. **Cover Letter:** Responses shall include a cover letter describing Responder and include all of the following:
 - 1) The official name of Responder;
 - 2) Responder's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
 - 3) The jurisdiction in which Responder is organized and the date of such organization;
 - 4) The address of Responder's headquarters, any local office involved in the Response; and the address/location where the actual services will be performed;
 - 5) Responder's Federal Tax Identification Number;

- 6) The name, address, telephone, and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFQ response, with authorization to make representations on behalf of and to bind Responder;
- 7) A representation that Responder is in good standing in the State of California and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ. This requirement includes the necessity for some out of state companies to be registered with the State of California by the effective date of the agreement. Information regarding this requirement can be located at the Secretary of State website, <http://www.sos.ca.gov/>; and
- 8) An acceptance of all conditions and requirements contained in this RFQ.
- 9) Cover letter must be signed in blue ink by a person or persons authorized to execute the proposal on behalf of the responder.

☐ D. **Responder's Qualifications and Experience:**

Provide a description of Responder's capabilities pertaining to this RFQ. This description should not exceed three (3) pages and should include a detailed summary of Responder's experience relative to RFQ requirements described herein.

☐ E. **Key Personnel - Qualifications and Experience:**

Responses shall include a complete list of and resumes for all key personnel associated with the RFQ. This list must include all key personnel who will provide services to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: (1) the person's relationship with Responder, including job title and years of employment with Responder; (2) the role that the person will play in connection with the RFQ (3) address, telephone and e-mail address; (4) the person's educational background; (5) the person's relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.

☐ F. **Description of the Proposed Services:**

Response shall include a description of the services to be provided during the contract term including response times, not to exceed three (3) pages. The description must: (1) specify how the services in the response will meet or

exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Responder particularly advantageous to the County; and (3) identify any limitations or restrictions of Responder in providing the services that the County should be aware of in evaluating its Response to this RFQ. Responses shall include a description of Responder's approach in providing its services to the County, stating its understanding of the work to be done and a positive commitment to perform the work as specified.

☐ G. **References:**

- 1) Responders are to provide a list of three (3) current and three (3) former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. Reference information is to include:
 - Company/Agency name
 - Contact person (name and title), *contact person is to be someone directly involved with the services*
 - Complete street address
 - Telephone number
 - Dates of service
- 2) The County may contact some or all of the references provided in order to determine Responder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

☐ H. **Relationships:** Responders must provide a list of contacts and/or supporting documentation that demonstrates existing relationships with the County's legislative delegation. *The list need not be comprehensive.* Responders must provide a list of contacts and/or supporting documentation that demonstrates existing relationships with other State legislators, legislative staff, State agencies, and executive branch officials. *The list need not be comprehensive.*

☐ I. **Fee Schedule, Exhibit A:** Prices shall include the cost of everything necessary for fulfillment of the contract requirements.

☐ J. **Evidence of Insurance:** Consultant may not commence work until it has furnished evidence of the insurance required in the Standard Contract to the CAO, and the CAO has approved it, and may not continue to perform any work under the contract if the insurance required therein is no longer in effect.

EXHIBIT C

RFQ No. 1902-329

for

STATE LEGISLATIVE ADVOCACY SERVICES

STANDARD CONTRACT

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification.**

Department: County Administrator's Office

Subject:

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor:

Capacity:

Address:

3. **Term.** The effective date of this Contract is _____. It terminates on _____ unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ _____.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code Section 31000; Penal Code Sections 1228-1233.8

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity:	Signature B Name of business entity:
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Contra Costa County
Standard Form L-3
Revised 2008

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number

SERVICE PLAN

[This is where you set forth a detailed description of the services to be provided by the contractor. It is NOT acceptable to merely cut and paste the contractor's response to a Request For Proposals (RFP).]

Initials: _____
Contractor

County Dept.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☐ d. Other: .

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

- 6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

- 7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

- 9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

 Contractor

 County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.