



**REQUEST FOR QUALIFICATIONS
RFQ # 20-17**

Micke Grove Zoo Veterinary Services

Due Date: Monday, October 05, 2020

**COUNTY OF SAN JOAQUIN
44 N. San Joaquin Street, Suite 540
STOCKTON, CA. 95202**

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SECTION 1 – BACKGROUND AND SCOPE OF SERVICES

I. Summary

San Joaquin County’s Parks and Recreation Department, hereinafter “County” invites experienced veterinarians to submit their qualifications in response to this Request for Qualifications (“RFQ”) to provide veterinarian services for Micke Grove Zoo.

II. Background and Scope of Services

County is requesting a statement of qualifications to provide veterinary services for Micke Grove Zoo. County is seeking a qualified firm and/or individual that brings proven experience in zoo medicine.

Micke Grove Zoo (“Zoo”) is a five-acre zoo with mammals, birds, reptiles, amphibians, and invertebrates. The collection of Micke Grove Zoo emphasizes uniqueness and quality over size and quantity with a concentration on the welfare of the animal ambassadors that live here. The Micke Grove Zoo is committed to the health, care, and well-being of the animals both on exhibit and in the education department.

Micke Grove Zoo is located within Micke Grove Park at 11793 N. Micke Grove Road, Lodi, CA. You can find additional information including a list of the zoo animals at <http://www.mgzoo.com/zoo/micke-grove/default.htm>

County is seeking proposals from qualified veterinarians or veterinary teams which shall include veterinarians with board certification in zoological medicine and animal health technicians specialized in **exotic animal medicine**, to work in an advisory capacity and perform tasks including, but not limited to the following:

1. Follow all Zoo policies and protocols, with an emphasis on human and animal safety.
2. Provide weekly on-site visits to the zoo for animal care, evaluations, and

discussions.

(Note) There should be one day per week where there is a veterinarian on site. However, this can be negotiated. Currently, the Zoo has a veterinarian visit for a full day every Wednesday.

3. Examine, evaluate, diagnose, treat, and provide the necessary veterinary and health care needs for all of the zoo animals including 24 hours, 7 days a week emergency veterinary services year-round.
4. Prescribe, dispense, and administer prescription medications as needed, and prescribe and advise when not on site. The proposer must possess a DEA drug license.
5. Provide appropriate drugs for induction maintenance and reversal for on-site immobilizations, anesthesia, and sedation. This would include required safe handling and recording of controlled drugs.
6. Provide Telazol to be kept on-site for animal escape protocol and human safety.
7. Annually evaluate and update the USDA veterinary program document and protocol for human safety and animal escape procedures after consultation with management staff.
8. Provide complete physical examinations for animals on an annual basis.
9. Order and perform blood tests, fecal parasite exams, and radiographs, and have the equipment, hospital privileges, or the ability to contract with a specialist within 150 miles from Micke Grove Zoo to conduct advanced imaging such as CT scans and Magnetic Resonance Imaging, ultrasonographic exams, endoscopic exams, and other diagnostic tests as indicated.
10. Be familiar with the specialized diagnostic procedures and protocols for the various species at the zoo.
11. Be certified to administer and read Tuberculosis ("TB") tests that are required for the shipment of hoofstock.
12. Be able to prepare pre-shipment requests and to review all pre-shipment information within 7 days of receipt, prior to receiving a new animal into the collection.
13. Occasionally communicate with the vet staff at other institutions via email or directly by phone, concerning the health status of an animal either incoming or outgoing from their facility and ours.
14. Be prepared to perform safe and competent anesthesia and sedation on all of the zoo species using remote-injectable, hand-injectable, or inhalant anesthetics as indicated.
15. Be able to provide skilled staff and equipment for continuous monitoring of anesthesia with Doppler, capnography, pulse oximetry, and thermography when indicated.
16. Perform dental work or surgical procedures as indicated after consultation with appropriate zoo animal care and management staff.
17. Perform humane euthanasia as indicated after consultation with appropriate zoo animal care and management staff.
18. Maintain complete medical records on zoo animals including thorough details of observations, exams, vaccinations, diagnostic testing, treatments, anesthesia, surgeries, and prescriptions. All records shall be made readily available to Zoo staff. Zims database experience highly desirable.

19. Perform necropsies following Species Survival Plan (SSP) protocols as needed and provide disposal of the remains.
20. Provide visit summaries per Zoo procedures and policies, and communicate thoroughly with management regarding veterinary interventions.
21. Emphasize collaborative veterinary decision-making with management and appropriate animal care staff, using animal welfare and quality of life as a guiding principle.
22. Assist with maintaining/updating animal health protocols and preventive medicine guidelines for each species in the zoo collection.
23. Have sufficient knowledge to provide recommendations/consultation with appropriate zoo animal care and management staff regarding quarantine guidelines for species already at the zoo and for those species coming in that are new to the zoo.
24. Assist zoo management staff, as needed, when they are renewing permits, seeking an animal from an Association of Zoos and Aquariums (AZA) accredited institution, or any other related process.
25. Be knowledgeable about exhibit design to provide consultation and veterinary perspective regarding areas of enclosures used for immobilization or medical care and observation.
26. Have sufficient knowledge to provide recommendations/consultation with management and appropriate animal care staff for pest control measures.
27. Provide semi-annual educational presentations to the animal care staff regarding topics like (but not limited to) pest control procedures, disinfection procedures, and zoonotic disease safety.
28. Annually evaluate animal diets and advise animal care staff on nutritional matters to ensure that all animals are provided with a complete diet containing all nutrients essential for normal growth and activity, as well as proper nutrition for geriatric animals and those with chronic conditions.

III. Proposed Contract Period

The initial term of the proposed agreement will be for a three-year period, with two, one-year extensions. County may, in its sole discretion, terminate the contract at any time during that term. County makes no representation as to the amount of work, if any, that may be given to any approved consultant during the contract period.

SECTION 2 - GENERAL INFORMATION

I. Contact

If you have any questions, please contact Jeramee Campbell at 209-468-3253 or by email at jcampbell@sjgov.org.

II. Zoo Walk Through

There will be one walk through on **Thursday, September 17th 2020 at 10:00 AM, PDT**. The walk through will be held at the **Micke Grove Zoo located at 11793 Micke Grove Rd, Lodi CA 95240**. Failure to attend the conference will not exclude you from submitting your qualifications. Please arrive at front gate of the zoo.

Note: Questions are to be submitted in writing. Oral answers or responses provided at the at the pre-submittal conference are NOT binding. Only those answers provided by addendum to the RFQ are applicable.

Please note: SHARP ITEMS, GUNS, TASERS, PEPPERSPRAY OR ILLEGAL ITEMS, WEAPONS ARE NOT ALLOWED AND ARE PROHIBITED FROM BEING BROUGHT ONTO ANY PART OF THE COUNTY OR THE CONFERENCE.

III. No Reimbursement for RFQ Expenses

County of San Joaquin will not provide reimbursement for any fees, expenses, or other costs incurred in connection with this RFQ including the costs of preparing the response, providing any additional information and attending an interview or interviews. All material submitted in response to this RFQ will become the sole property of the County of San Joaquin.

IV. Interviews

Interviews may be conducted at County's discretion. Interviews will be held with the respondent the County deems as the most qualified. All consultants and firms selected for interview will be notified of the interview date(s) at least one week in advance.

V. References

References will be checked and will be used to assist in determining the vendor's ability to perform the services as requested in the RFQ. References will be contacted and asked the same base questions. Additional questions may be asked to support the base questions. The reference will be asked the following five base questions:

1. Is the vendor meeting all of your requirements?
2. Is the vendor performance acceptable?
3. Does level of service meet or exceed your standards?

4. Does the vendor respond in a timely manner when problems occur?
5. Do vendor's staff levels meet the needs of your agency/company?

It is the vendor's responsibility to ensure the references identified are aware that County will be contacting them. The County reserves the right to contact other references at its discretion.

VI. Confidentiality

All responses to this RFQ become the property of County and will be kept confidential until such time as a recommendation for award of an agreement has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, such portion may be marked "confidential." County will use reasonable and legally permissible means to ensure that such confidential information is safeguarded to the extent that County, in its independent judgment, concludes that the information is in fact exempt from disclosure, but County will not be liable for inadvertent disclosure of such materials, data and information. Submittals marked "confidential" in their entirety will not be honored and County will not deny public disclosure of all or any portion of submittals so marked. By submitting information with portions marked "confidential," the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse County for, and to indemnify, defend and hold harmless County, its officers, fiduciaries, employees and agents from and against: any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to County's nondisclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

VII. Verification of Vendor's Qualifications

Vendor's financial stability, technical and support capabilities and experience may be verified through reference checking, which may include site visits and contact with other clients or vendors.

VIII. Contract Negotiation, Award and Cancellation

Award of a contract is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to others unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate a contract with the next vendor of its choosing. Through the RFQ process, the County reserves the right to negotiate a contract based on all factors contained in this RFQ without further discussion or interview. The performance of the contract resulting from the proposal shall be governed, construed and interpreted according to the laws of the State of California. Terms and conditions of a resulting

contract shall be those of **Exhibit A “Sample Contract.”** Any contentions/exceptions must be submitted with your RFQ. County may, in its sole discretion, terminate the contract at any time during that term.

SECTION 3 - REQUIREMENTS TO SUBMIT QUALIFICATIONS

I. In setting forth its qualifications, each vendor or firm shall provide, in concise but adequate detail, the information sought below. Responses shall be limited to 20 single-sided pages (not including resumes or bios).

II. Requirements for Veterinarian or Veterinary Team

1. Doctorate of Veterinary Medicine degree from an accredited institution or recognized by the American Veterinary Medical Association required.
2. Valid California veterinary and controlled substance licenses (if non-California licensed, must obtain California licenses within 6 months of hire). DEA controlled substance registration certificate, and national USDA/APHIS accreditation.
3. Five years relevant experience or training in zoo animal veterinary medicine required.
4. Strong communication and interpersonal skills with the ability to work effectively with various levels of staff.
5. Strong organizational skills and eye for detail and accuracy.
6. Flexibility and adaptability in regards to a zoo setting.
7. Ability to respond and advise zoo management in a timely fashion.
8. Working knowledge of state and federal regulations relating to animals in captivity. These include USFW, CDFW, and USDA
9. Working knowledge of animal health care in a zoological setting.
10. Knowledge of AZA guidelines
11. Valid California driver's license required.

III. Statement of Qualifications:

1. Describe the services, capabilities, and advantages that you and/or team offers.
2. Describe your approach to working with zoo staff during exams and procedures.
3. Describe how you provide the most cost effective and efficient services.
4. Indicate your understanding of the scope of services being requested, including any exceptions or changes
5. Describe what you feel an on-site visit should include.
6. Describe your approach to zoo medicine versus private exotics.

IV. Written Questions

Written questions will be accepted only via e-mail at jcampbell@sigov.org. All questions must identify the RFQ section and page number to which the question refers. Questions and responses thereto will be posted on the County's website. Written questions to the above e-mail will be accepted until 5:00 p.m., Pacific on Monday, September 21, 2020.

V. Due Date

Five (5) printed copies of your qualifications and an electronic copy submitted via email are due no later than 2:00 p.m. Pacific on **Monday, October 5th, 2020**, in a sealed package. All submittals must be delivered and addressed to:

County of San Joaquin
Administration Building
Office of the Purchasing Agent, Request for Qualifications No.#20-17
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2930
Attention: Jeramee Campbell

SECTION 4 - IMPORTANT DATES AND DEADLINES

<u>EVENT #</u>	<u>DESCRIPTION</u>	<u>DATE</u>
1.	Release of RFQ	Thursday, September 10, 2020
2.	Non-Mandatory Pre-Submittal Walk Through begins at 10:00 AM	Thursday, September 17, 2020
3.	Last day to submit questions by 5:00 PM (For clarification prior to submitting RFQ)	Monday, September 21, 2020
4.	Last day for County to answer questions by 5:00 PM	Sunday, September 27, 2020
5.	Proposal is due no later than 2:00 PM.	Monday, October 05, 2020
6.	Evaluation of Submissions begins	Early October 2020
7.	Finalists notified of Interview, if needed	October 2020
8.	Finalists Interviews, if needed	October 2020
9.	Estimated contract execution	November 2020

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SECTION 5 - BASIS FOR SELECTION

- I. Generally, the responsiveness, competency and responsibility of vendor will be considered in making the award of contract.
- II. The County will evaluate each of the vendor's qualifications in the following categories:

Cover Letter (5 Points): A cover letter must be submitted that includes: RFQ Title, Name(s) of person(s) authorized to represent Proposer in any agreement negotiations/execution, contact information (street address, phone, and email address).

Program Plan (70 Points): Proposals must indicate and explain how they can meet or exceed all of the requirements in this RFQ. This should include:

- Proposer's qualifications and experience; References
- Copy of Board certification, DEA drug license, and any other special certifications;
- Resumes of key staff and personnel that will be working with the Zoo.

Cost Proposal (25 Points): Proposals must include a list of service costs. At a minimum, the following must be submitted:

- Standard Hourly Rates for on-site (at Zoo) services
- Standard Hourly Rate for off-site services
- Emergency Hourly Rate for on-site services
- Emergency Hourly Rate for off-site
- Hospitalization/Supportive care daily rate
- Any other rates to meet the requirements listed in this RFQ.

Evaluation of Submissions

An evaluation review committee will evaluate the submissions received. For scoring proposals, each of the committee members will evaluate each submissions following the criteria and point factors listed above.

The successful vendor shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted written proposals.
- The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- A shortlist of proposers may be selected for oral interviews if deemed necessary.

The county reserves the right to approve one or multiple vendors. Following the

submission evaluation, County may select one of these options:

1. Approval of one or multiple submissions and enter into negotiations;
2. Request additional information from the vendor(s); or
3. Reject the submission(s).

References

Other factors that may be considered are insufficient experience, experience on other projects, experience doing the same type of work, length of tenure, financial stability, and whether a vendor has been terminated on other projects.

Responsive qualifications are ones that meet all terms, conditions, and specifications requested in this RFQ. The submittal must comply with the content requirements of the RFQ documents. Other examples where a vendor's submission might be declared non-responsive and rejected include the following:

- Submittal is substantially incomplete
- Submission is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies or errors appear in the response

III. A submission which substantially conforms, though not strictly responsive, to the RFQ may be accepted in the discretion of the County. The County reserves the right to reject any and all submittals, waive any informality or irregularity in the RFQ, and to determine responsiveness and responsibility of each vendor.

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EXHIBIT A-SAMPLE CONTRACT



**INDEPENDENT CONTRACTOR AGREEMENT
SAN JOAQUIN COUNTY**

CONTRACT ID# [Abstract]

Contract Amount [Category]

PARTIES:

COUNTY:	[Keywords] 44 N. San Joaquin St. Suite 590 Stockton, CA 95202 Contact: Phone: Email:
CONTRACTOR:	San Joaquin County [Company Address] [Status] Contractor Contact _____ Contractor Phone _____ Contractor Email _____

This Agreement is made and entered into this _____ day of _____, 20 ____, by and between San Joaquin County, [If a corporation enter the state, for example: a California corporation], as an independent contractor (hereinafter “CONTRACTOR”), and the County of San Joaquin, a political subdivision of the State of California for its [Keywords] at the address referenced above (hereinafter “COUNTY”).

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, it is mutually agreed as follows:

I. THE PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for CONTRACTOR to provide full service consultant services for COUNTY

II. ORDER FOR PRECEDENCE

- A. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations;
2. This Agreement; then
3. COUNTY Request for Qualifications Number RFQ Title.
4. CONTRACTOR'S proposal ("hereinafter "Proposal"), attached hereto as Exhibit__.

Documents 3 & 4, referenced above, are hereby incorporated into this Agreement as if completely set forth herein.

III. THE SCOPE OF SERVICES

- A. CONTRACTOR agrees to full service consultant ("Work") for COUNTY per the specs and requirements outlined in RFQ 19-29.
- B. CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in CONTRACTOR'S professional specialty.

IV. GENERAL PROVISIONS:

A. Term of Agreement:

This Agreement shall commence when fully executed through ___ day of _____, 20___, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

B. Interpretation:

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

C. Compensation:

COUNTY agrees to pay CONTRACTOR the hourly amounts as indicated on the CONTRACTOR'S hourly rate sheet. Notwithstanding the foregoing, the total payments under this Agreement shall not exceed _____ DOLLARS AND NO CENTS ([Category]).

D. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to the COUNTY'S, [Keywords] at the address referenced above. All invoices must reference this Agreement Number/Contract ID # and the Work performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

LATE FEES: California Government Code 926.10 provides the following "...any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum."

E. CONTRACTOR'S Status:

In the performance of Work, duties and obligations imposed by this Agreement, the CONTRACTOR and/or its employees are at all times acting as independent contractor(s) practicing his or her profession and not as an employee of COUNTY. **A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY.** CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

F. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract its obligation herein without the prior written consent of COUNTY. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

G. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

H. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

I. Insurance

1. CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to COUNTY.
2. CONTRACTOR agrees to be responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors, if any, who provide services pursuant to this Agreement.
3. General Liability Limits
 - a. BI & PD combined/per occurrence/Aggregate \$1,000,000
 - b. Personal Injury/Aggregate \$1,000,000
 - c. Automobile Liability/per occurrence \$1,000,000

1) CONTRACTOR agrees to defend, hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
4. Professional Liability
 - a. Professional Liability/as appropriately relates to \$1,000,000 services rendered. Coverage may include medical malpractice, cyber liability, and/or errors and omissions.
5. Workers' Compensation and Employer's Liability Statutory requirement

J. Discrimination:

CONTRACTOR shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940,12945, 12945.2). CONTRACTOR shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

K. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

L. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

M. Termination:

1. **Termination for Cause:** If CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement.
2. **Termination for Convenience:** In addition, COUNTY may terminate this Agreement for its convenience upon thirty (30) days written notice to CONTRACTOR.
3. **Funding out Clause:** If the County Board of Supervisors fails to appropriate funds to enable the County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the CONTRACTOR will be given written notice of such termination.
4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CONTRACTOR shall only be paid for any Work completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, CONTRACTOR shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this Agreement.
5. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party [related hereto] that CONTRACTOR can legally cancel; COUNTY shall not be liable for any expenses incurred by CONTRACTOR subsequent to the notice of termination

N. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no financial or other interest, in other project(s) or contract(s), or other activity(ies), nor shall it acquire any such interest, directly or indirectly, that would conflict or inhibit in any way, manner or degree with the performance of services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such a conflict of interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work

or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY.

O. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of California Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

P. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either CONTRACTOR or COUNTY.

Q. Compliance:

1. CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.
2. CONTRACTOR shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

R. Disputes and Remedies:

1. Notice of any disputes, claims, or breach raised by CONTRACTOR, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONTRACTOR, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.
2. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONTRACTOR. Such dispute, claim, or breach would include conditions and time constraints required of CONTRACTOR to remedy.
3. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.

4. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
5. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

S. Public Record

All bids and proposal information is property of COUNTY. All such documents, including this Agreement, are public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". CONTRACTOR'S Proprietary material must be clearly marked as such, but even so marked, it does not guarantee non-disclosure and may still be subject to disclosure pursuant to law. Pricing and service elements of the successful bid and/or proposal may not be considered proprietary information.

COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If CONTRACTOR believes that it has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within its bid, Proposal, this Agreement, it must identify any such information, together with the legal basis of your claim to COUNTY. CONTRACTOR agrees to defend and indemnify COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality to protect documents from public disclosure. The final determination as to whether COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of COUNTY.

T. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for CONTRACTOR for COUNTY, or otherwise by or for CONTRACTOR, or by or for a subcontractor operating under CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

U. San Joaquin County Green Purchasing Policy:

1. COUNTY has a Green Purchasing Policy; please go to website to view.: <http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>

2. COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.
3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate “green” standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

V. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that “Work Product”, and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute “works made for hire” within the meaning of Title 17 United States Code Section 101 et seq. (the “Copyright Act”), and all right, title, and interest in and to the Custom Products shall vest in COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of COUNTY and/or may not be a “work made for hire” as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting “Work Product”, CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

201_ County of San Joaquin. All rights reserved.

W. Data Security – Confidentiality

1. ***Acknowledgment of access to information characterized as covered data:*** CONTRACTOR acknowledges that this Agreement may allow CONTRACTOR access to confidential COUNTY information or COUNTY provided information including, but not limited to, personal information, records, data, or financial information (“Covered Data”) notwithstanding the manner in which or from whom it is received by CONTRACTOR, which is subject to state laws that restrict the use and disclosure of the COUNTY information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. CONTRACTOR shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the provisions of this Agreement and prior written consent of COUNTY. CONTRACTOR agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency

contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

2. ***Prohibition on unauthorized use or disclosure of Covered Data:*** CONTRACTOR agrees to hold Covered Data received from or created on behalf of COUNTY in strictest confidence. CONTRACTOR shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by COUNTY. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, CONTRACTOR will notify COUNTY in writing prior to any disclosure in order to give COUNTY an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by COUNTY.
3. ***Safeguard standard:*** CONTRACTOR agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.
4. ***Return or destruction of Covered Data:*** Upon termination, cancellation, expiration or other conclusion of this Agreement, CONTRACTOR shall return the Covered Data to COUNTY unless COUNTY requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, CONTRACTOR shall certify in writing to the COUNTY that the return or destruction has been completed.
5. ***Reporting of unauthorized disclosures or misuse of Covered Data:*** CONTRACTOR shall report, either orally or in writing, to COUNTY any use or disclosure of Covered Data not authorized by this Agreement or in writing by COUNTY, including any reasonable belief that an unauthorized individual has accessed Covered Data. CONTRACTOR shall make the report to COUNTY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after CONTRACTOR reasonably believes there has been unauthorized use or disclosure. CONTRACTOR'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure.
6. ***Examination of records:*** COUNTY and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States,

or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of CONTRACTOR involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. CONTRACTOR shall retain project records for a period of five years from the date of final payment.

7. **Assistance in litigation or administrative proceedings:** CONTRACTOR shall make itself and any employees, subcontractors, or agents assisting CONTRACTOR in the performance of its obligations under this Agreement available to COUNTY, at no cost, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against COUNTY, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

8. **No third-party rights:** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

X. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement effective on the day and year first written above.

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

San Joaquin County
[Company Address]
[Status]

By: _____
Johnnie E. Terry
Director
Purchasing & Support Services

By: _____
Signature, Authorized Agent

By: _____
Print Name

Date: _____

APPROVED AS TO FORM
Office of County Counsel

By: _____
Deputy County Counsel

Contract Drafted By:
Buyer of Record: