

January 23, 2014

Dear Sir or Madame:

The County of Ventura requests your proposal for the provision of [Creating, Fabricating and Installing an Interactive Children's Exhibit on Air Quality at the Gull Wings Children's Museum in Oxnard, CA \(RFP 5737\)](#) per the attached requirements/specifications (See Exhibit A attached).

The Ventura County Air Pollution Control District (APCD) is seeking qualified consultants to design, fabricate, deliver and install an interactive hands-on air quality exhibit for children at the Gull Wings Children's Museum in Oxnard, California. The project will be under the general direction of the APCD public information manager, with representatives from the Gull Wings Children's Museum acting in an advisory capacity. These services include the comprehensive development of the exhibit from initial concept to final installation.

Firms submitting proposals must have the following:

- Successfully developed similar children's educational projects with content for environmental/educational-focused applications. Contractors should set forth relevant experience in their proposal.
- Have at least five (5) years of experience in developing exhibits including creative design, fabrication and installation.
- Experience in working with local government and non-profit agencies.

Offeror's shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents. The APCD intends for this Request for Proposal (RFP) to result in the selection of one company to provide the services described above

Proposals will be received by the Ventura County Purchasing Agent until [3:00 p.m. March 6, 2014](#) at Ventura County Procurement Services, Government Center, Hall of Administration, General Services Agency 800 S. Victoria Ave., Ventura, CA 93009-1080.

Responses may not be submitted by facsimile or electronic mail. Proposals received after this date and time will not be considered.

Submit one (1) original and five (5) copies. Proposals should be marked: **[RFP # 5737 Interactive Children's Exhibit on Air Quality](#)**.

Proposals must be valid for a minimum of ninety (90) days.

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Award, if made, will be to the Contractor offering the most advantageous proposal after considerations of all evaluation criteria as follows: Vendor experience and stability (including references), ability to meet requirements, and reasonableness of cost. Criteria are not listed in any order of preference.

The County shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder.

CALENDAR

RFP ISSUED: [January 23, 2014](#)

LAST DAY FOR QUESTIONS: [February 20, 2014](#)

PROPOSALS DUE: [March 6, 2014](#)

RFP EVALUATION/AWARD: TBA

WORK BEGINS: TBA

PROPOSAL CONTENT: Proposals should contain the following information (in this order):

a) Executive Summary - This section shall serve to provide the County with key elements and unique features of the proposal. The summary should include a work plan of how the tasks will be accomplished as well as a schedule of major milestones.

b) Company Profile

1. Name, address, and telephone number. Company headquarters location. Include office location closest to Ventura.
2. Company background/history and why proposer is qualified to provide the services described in this RFP. What differentiates the company from its competitors and company's market focus.
3. Location(s) from which employees will be assigned.
4. Number of employees both locally and nationally.

5. Dun and Bradstreet number **and** a current financial statement. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

c) Staff Qualifications and Availability - Proposals are to include information specifically on those persons actually performing work on the project including staff hourly rate and percentage of involvement for each person. Such information should include educational background, experience and professional resumes, as appropriate.

d) Sub-contractors - If the services are to be sub-contracted the names and addresses of those firms shall also be furnished in the proposal.

e) References - Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Staff assigned to reference engagement that will be designated for work per this RFP;
5. Client project manager name and telephone number.

f) Plan and Approach - This section shall serve to provide the County with key elements and unique features of the proposal. The summary should include a work plan, including your approach, of how the tasks will be accomplished, as well as a schedule of milestones. Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly. Provide your concept for the proposed exhibit, including its features, benefits, and uniqueness. The summary should include a work plan including your approach and how tasks will be accomplished. Graphics may be included. In addition, this section should include a proposed timeline beginning with the initial project kick-off meeting to the installation of the exhibit.

g) Contract: Award is contingent upon the successful negotiation of final contract terms. Offerors shall review the County's standard contract (Exhibit B), which shall form the **basis** for any contract entered into hereunder.

Offerors must state approval **OR** provide any comments/exceptions to this contract on a line-by-line basis. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations

considered excessive by the County may reduce or eliminate an Offeror.

h) Compensation: The proposal should contain all pricing information relative to performing the [Creating, Fabricating and Installing an Interactive Children's Exhibit on Air Quality \(RFP 5737\)](#) services as described in this request for proposal. **Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.** No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

Payments to the contractor will be made on the basis of each phase of the contract, which should be clearly defined by both task and cost in your proposal. The final payment for services rendered will be made upon final acceptance of completed project. Payments will be made within 30 days of receipt of contractor's invoice.

INSURANCE See contract

If further information is needed, contact me at (805) 654-3756.

Sincerely,

Bettina Vicencio
Buyer

**RFP #5737
CREATING, FABRICATING AND INSTALLING AN
INTERACTIVE CHILDREN'S EXHIBIT ON AIR QUALITY
EXHIBIT A**

INTRODUCTION

The California Health and Safety Code requires state air districts to do public information programs in their areas. This exhibit is part of the Ventura County Air Pollution Control District's efforts to fulfill that mandate. The funding for this contract is being obtained from the APCD's Public Information Budget 2013/14 and is not to exceed \$40,000.

The Public Information Division of the APCD will serve as the lead agency for overseeing the exhibit project and managing the contract. Representatives from the Gull Wings Children's Museum will serve in an advisory capacity on the contract.

About the Air District

The Ventura County Air Pollution Control District (APCD) was formed in 1968 in response to a study done that identified a severe air pollution problem here. Ventura County is an area of 1,800 square miles with over 800,000 residents and ten incorporated cities. The APCD's mission is to protect public health and agriculture from the effects of air pollution by identifying adverse air pollution problems and developing a comprehensive program to achieve and maintain federal and state air quality standards. For further air quality information, visit the APCD website at vcapcd.org.

As part of its mission, the APCD implements a public outreach program that promotes the reduction of air pollution from transportation and area wide sources. The Division has been educating residents about air quality since 1989. Additional information on the public information division is also available on the District's website.

Air Quality & Children

High concentrations of air pollutants such as ozone and PM10 present health problems for everyone, but they pose a relatively higher risk of harm to children, older adults, and persons with pre-existing health problems. There is clear evidence of an association between air pollutant exposure and adverse health effects including: decreased breathing capacity, increased asthma attacks and other respiratory ailments, eye/throat/nose irritations, and headaches. For children, medical experts believe they are at increased risk in two ways:

- First, children have *greater exposure*. They breathe more air in relation to their body weight and lung size, and they play outside more, with higher breathing rates and thus higher exposure to pollutants.

- Second, children have *greater vulnerability*. Their bodies are still developing and are potentially more susceptible to irritants and illness; and thus they are less able to proactively protect themselves against airborne health threats.
- This threat is not only important from their families' point of view, it is also important because early, prolonged exposure to high pollution levels can put young individuals' health at risk for years to come. One serious illness affected by poor air quality is asthma, a leading cause of repeated absences from school and emergency room visits by youngsters. Five times more children than adults die from asthma each year. According to the American Lung Association there are currently 15,060 children with asthma in the County (2012 American Lung Association State of the Air Report).

Since the APCD's primary mission includes public health protection for all County residents, it has the responsibility to serve the air quality needs of children as it pursues air quality attainment goals. In addition, the children of today will be the environmental stewards of tomorrow, making decisions that not only affect air quality, but all aspects of land and water. It is vital they have an informed background to make these important decisions. It is with these principals in mind that the partnership for an air quality exhibit at Gull Wings Children's Museum in Oxnard was approved by the Ventura County Air Pollution Control Board in November 2013.

About Gull Wings Children's Museum

Gull Wings Children's Museum is located at 418 W. 4th Street in downtown Oxnard, California, and has been open to children and their families and teachers for over 25 years. It focuses on children from two to 12 years of age. The basic intent of Gull Wings is for children to "Discover the World," specifically local resources. Its mission statement declares: At Gull Wings Children's Museum, children and their grownups play, imagine, and engage in a world that reveals the unique aspects of Ventura County. Gull Wings purposely strives to introduce visitors to our local environment. Exhibit content ranges from medicine, art, archaeology, geology, animals, food and agriculture, health and physical activity, local history, space exploration, and firefighting. They also highlight local resources such as Port Hueneme and the Channel Islands.

The non-profit museum serves about 30,000 visitors annually from all areas of Ventura County. It encourages field trips for groups of children from all local schools since it is the only children's museum in the County. While the majority of visitors come in individual and family groups, day care, pre-school, elementary school and other children's groups countywide have visited the museum. For more information, visit gullwings.org. Prospective bidders are encouraged to visit the Museum.

SCOPE OF WORK

The proposed air quality exhibit will inspire children to appreciate and protect air as one of the County's natural resources. It is envisioned that the exhibit will raise children's awareness about the importance of clean air every day. Other themes could include: what makes the air dirty; how air moves; how dirty air affects our health; and what a person can do to help clean the air. The primary target age range for the exhibit is five through 15 years of age.

The big idea: Air is everywhere and we need clean air every minute of every day.

LEARNING OUTCOMES

In order to understand that air is a precious natural resource to be protected and a real presence in our lives, the following are the learning outcomes for the exhibit:

- To explore the things that cause air to become polluted (dirty).
- To recognize that dirty air can affect health.
- To become aware that there are things people can do, including children, to improve air quality.

The exhibit space will be devoted to the concept of "air" and hopes to make children ask the question, "Why is air important every day?" The aim is to have the exhibit be exploratory, hands-on, and just plain fun with large scale "gadgets" and models that will allow children to physically and intellectually investigate the learning outcome concepts.

In keeping with Gull Wings exploratory learning and discovery ideas, the exhibit will be modern and dynamic, drawing in and engaging new visitors, immersive, playful, discovery-based, and inspired by the local environment of Ventura County. A child should take away from the exhibit a new appreciation and a personal reaction to the concept of air.

The selected Contractor will develop content, graphic design, fabrication and installation of an air quality children's exhibit at Gull Wings Children's Museum designed to accomplish the goals listed above.

Concept

The Contractor will propose conceptual exhibit design using the learning outcomes outlined in the section above.

The original concept should also accommodate a wide range of ages so that the exhibit will be interesting to an older child but at the same time safe for a

toddler to explore. The exhibit could incorporate one or a combination of some of the following components or elements: listening, speaking, motor skills (climbing, etc.), dance/rhythm, touching, seeing/viewing, problem solving (estimating, matching, experimenting etc.). It should be fully interactive, sensory and two or three-dimensional in design.

The exhibit should also encourage children to interact with one another, ensuring that multiple children can participate in the same thing at one time or to take turns and observe.

Exhibit fabrication

- The exhibit will be installed as a permanent exhibit in the Gull Wings Children's Museum in Oxnard, California with expected visits from pre-school children to students up to 6th grade, their parents and teachers. It is expected that over 30,000 people will visit the exhibit each year. The exhibit will not specifically be staffed, but supported by docents and interpreters working at the museum.
- Specs
Space - 17.5' x 7'
Height - 9' ceiling
Configure exhibit elements to fit through a doorway 6 ½' high and 3' wide
Basic matt flooring will be provided by the Museum unless flooring is included as part of the exhibit.
- Children's museums have been a leader in the green design field. Special consideration will be given to proposals that incorporate sustainable and green elements in their construction. Examples of this type of construction would be to opt out of using plastic materials such as fiberglass, laminates, formaldehyde-containing products and plastic toys. Instead, materials like wheat and sorghum board, low VOC paints and adhesives, recycled plastics and metals, sustainably harvested woods, LED lighting, and other sustainable materials should be considered when possible. More information on these types of products can be obtained from the U.S. Green Building Council's LEED rating system and the GREENGUARD Environmental Institute's Children & Schools Certification Program.
- The exhibit must conform to any federal, state or local standards or code compliance for the following: electrical outlets and wiring, lighting, building safety, configuration, signage, traffic flow, accessibility, space configuration, and the Americans with Disabilities Act.

- All components of the exhibit shall be installed in a workmanlike manner. The exhibit will be installed in a high traffic children's area. In other words, these are "hard playing" visitors who can push wear and tear beyond its limits. As such, Contractors should consider protecting children's health and safety through the design and fabrication of an exhibit comprised of maintainable, safe, and durable product(s).
- Signage should be in English and Spanish.
- Provide for easy and routine maintenance and cleaning by Museum staff.

PROJECT DELIVERY REQUIREMENTS

The selected Contractor will meet with the project manager, VCAPCD public information manager, and representatives from Gull Wings as needed during exhibit development. The selected Contractor will provide the following services including but not limited to:

- Kick-off meeting and design session to expand the understanding of the display concepts and sketches.
- Review by project manager and Gull Wings representatives.
- Revisions based on review.
- Final exhibit plan delivered to project manager to share with Gull Wings representatives.
- Proceed with fabrication once final approval is given.
- Fabrication of exhibit elements and inspection.
- Sign-off approval by project manager (with any required conditions).
- Ideally, installation completed by fall 2014.

All of the deliverables listed above will be subject to the review and approval of the APCD.

- The VCAPCD public information manager shall administer the Contract.
- All project themes, art work, slogans, copy, physical elements, and every other work product of any kind or character arising from or relating to the Contract shall become the property of the VCAPCD.
- Bi-weekly progress reports summarizing project status are required.
- Contractor must have and maintain all necessary insurance or any other authorization requirements to do business with the County of Ventura and submit proof of it if selected. In addition, Contractor must comply with any insurance requirements for Gull Wings Children's Museum for exhibit installation.
- Contractor must provide a warranty package to cover any damages to the exhibit due to faulty construction.
- Invoices should be submitted monthly for services rendered. The contract price includes taxes and all exhibit transportation costs.

**RFP #5737
CREATING, FABRICATING AND INSTALLING A
INTERACTIVE CHILDREN'S EXHIBIT ON AIR QUALITY**

EXHIBIT B

COUNTY OF VENTURA CONTRACT NUMBER # _____

C O N T R A C T

This Contract entered into this _____ day of _____, 201____, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and _____ **COMPANY**, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing _____ services hereinafter described:
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is

subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from _____, through _____ subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefore.

6. **TERMINATION**

The County Purchasing Agent may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be

entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. **INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
 - E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
 - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

- A) General.

No person will on the grounds of race, color, national origin, religious

affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by [REDACTED] or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: _____

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

19. **ORDER OF PRECEDENCE (OPTIONAL, OMIT IF NOT APPLICABLE)**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement;
2. County of Ventura RFP #
3. Contactor's proposal dated _____

20. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

23. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"

Contractor responsibilities

See Exhibit A Scope of Work

COMPENSATION SCHEDULE

Payment terms are typically Net 30 Days, in arrears for services rendered or deliverables based. Upfront payments are allowed in limited situations. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

SAMPLE