

July 10, 2014

Dear Sir or Madame:

The County of Ventura requests your proposal for the provision of [Audio Visual Equipment and Installation](#) per the attached requirements/ specifications (See Attachment "A" attached).

Proposals will be received by the Ventura County Purchasing Agent until 3:00 p.m. [July 21, 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 four (4) copies. Proposals should be marked: **RFP # 5745 Audio Visual Equipment and Installation.**

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 meets 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.

### **OVERVIEW**

The Fire District desires to have Extron audio visual/multimedia input/output control and selection equipment provided, installed and configured in four training rooms and one conference room at locations in the City of Camarillo, CA, as shown below:

1. Luna Conference Room, 165 Durley Ave.
2. Training Classroom 2, 102 Durley Ave.
3. Training Classroom 3, 102 Durley Ave.
4. Training Classroom 4, 102 Durley Ave.
5. Training Classroom 6, 102 Durley Ave.

All potential Offerors must attend a **mandatory job walk**. Meeting point will be the Fire District's Headquarters located at 165 Durley Ave., Camarillo, CA 93010. Visitor parking is located to the east, past the actual address of 165 Durley Ave. **8:00 AM July 16, 2014.**

## **CALENDAR**

RFP ISSUED: July 08, 2014

PROPOSALS DUE: July 21, 2014

RFP EVALUATION/AWARD: July 28, 2014

WORK BEGINS: TBD

LAST DAY FOR QUESTIONS: July 11, 2014

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

- a) Cover Letter – A cover letter, which shall be considered an integral part of the response, shall be signed by an individual(s) who is/are authorized to bind Offeror contractually. The signature(s) must indicate the classification or position that the individual(s) holds.
- 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.

- g) Contract: Award is contingent upon the successful negotiation of final contract terms. Offerors shall review the County's standard contract (attached), which shall form the **basis** for any contract entered into hereunder.
- a. 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 **Audio Visual Equipment and Installation** 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 [Section 9](#).

If further information is needed, contact me at (805) 654-3753.

Sincerely,

Dan Thrower Sr.  
Senior Buyer

**ATTACHMENT "A"**  
**AUDIO VISUAL EQUIPMENT AND INSTALLATION**

**Scope of Work (all five locations)**

Successful proposer will provide all labor, materials, equipment, supervision, management and incidentals required as specified herein, configure all equipment according to manufacturer and industry standards and appearance. The proposed equipment must be integrated with existing equipment with no loss in functionality and no extended interruption for **five (5) Training Classrooms**.

**Note:** Other equipment shown on the referenced PDF drawings will be provided by the Fire District, including TV's, projectors, screens and Apple TV devices. **(See attached drawings below.)**

**Installation, Testing, and Training**

1. Install **all** parts per the parts list shown for each of the five (5) training rooms listed. Includes:
  - a) Fabricate all required AV cabling to custom lengths according to industry standards to maintain control system integrity and appearance.
  - b) Install all required inter-connect cabling for each of the five listed rooms shown on the referenced PDF drawings, including HDMI cables, RS-232 cables, etc. **(See attached drawings below.)**
  - c) Fire District IT staff will identify the locations where all vendor-provided equipment should be mounted/located.
2. Configure the Extron controller panel in each of the five(5) listed rooms to operate all of the component equipment in each room as shown on the referenced PDF drawings

**Note:** Each controller should only control the component equipment located within the same room.

3. Contractor to test, commission and demonstrate the completed system to Fire District IT staff for each of the five (5) training rooms for proper operation.
  - Turn over all manufacturers printed material.
  - Provide O&M manual for each room.
4. Contractor will provide all necessary training of specified Fire District IT staff members in correct setup and operation of the system and its components for each of the five (5) training rooms.
5. Contractor shall also provide all written training material and instruction guides and appropriate user documentation (user cheat sheet or user guide) for installed equipment in each of the five training rooms in one binder to Fire District IT staff.
6. Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

7. **Luna Conference Room**, 165 Durley Ave.

Refer to PDF drawing file name: Extron\_1456744\_Luna CR.

**Note:** that the "DVD" shown in this drawing on the top left corner of the drawing will instead be an Apple TV device.

**Parts list:**

Item #	Description	Qty		Unit Cost	Extended Cost
1	EXTRON Part # 60-1377-01 MPS601 Media Presentation Switcher	1	EA		
2	EXTRON Part # 60-998-01 HDMIDA4 4 output HDMI Distribution Amp	1	EA		
3	EXTRON Part # 60-1075-01 HAE100 HDMI Audio De-Embedder	1	EA		
4	EXTRON Part # 60-850-01 XPA2001 70 V Mono Amp - 200 Watts	1	EA		
5	EXTRON Part # 42-141-03 FF220T(PAIR) Full-Range Flat Field® Speakers with Low Profile Enclosure and 70/100 V Transformer Ceiling - 2' x 2' Drop-In, Xfmr	1	EA		
6	EXTRON Part # 60-1090-01 MLAVC10PLUS Volume Control Module	1	EA		
7	EXTRON Part # 60-600-02 MLC226IP Enhanced MediaLink® Controller with Ethernet Control	1	EA		
				<b>Total</b>	



Extron\_1456744\_Luna CR.pdf

8. **Training Classroom 2**, 102 Durley Ave. Classrooms 2, 3 & 4 are of similar construction, layout and desired configuration. Refer to PDF drawing file name: Extron\_1456744\_Training Rooms

**Parts list:**

Item #	Description	Qty		Unit Cost	Extended Cost
1	EXTRON Part # 60-417-12 WP150 WP Wallplate with Computer Video and PC Audio Connectors	1	EA		
2	EXTRON Part # 60-1074-01 RGB-HDMI300A RGB and Stereo Audio to HDMI Scaler	1	EA		
3	EXTRON Part # 60-880-01 DXP44HDMI 4x4 HDMI Matrix Switcher	1	EA		
4	EXTRON Part # 60-1075-01 HAE100 HDMI Audio De-Embedder	1	EA		
5	EXTRON Part # 60-850-01 XPA200170 V Mono Amp - 200 Watts	1	EA		
6	EXTRON Part # 42-141-03 FF220T(PAIR) Full-Range Flat Field® Speakers with Low Profile Enclosure and 70/100 V Transformer Ceiling - 2' x 2' Drop-In, Xfmr	1	EA		
7	EXTRON Part # 60-1090-01 MLAVC10PLUS Volume Control Module	1	EA		
8	EXTRON Part # 60-544-83 IPLTS4 Four Serial Port IP Link® Control Processor	1	EA		
9	EXTRON Part # 60-1208-02 TLP710TV 7" Tabletop TouchLink Touch Panel	1	EA		
				<b>Total</b>	



Extron\_1456744\_Training Rooms.pdf

9. **Training Classroom 3**, 102 Durley Ave. Classrooms 2, 3 & 4 are of similar construction, layout and desired configuration. Refer to PDF drawing file name: Extron\_1456744\_Training Rooms

**Parts list:**

Item #	Description	Qty		Unit Cost	Extended Cost
1	EXTRON Part # 60-417-12 WP150 WP Wallplate with Computer Video and PC Audio Connectors	1	EA		
2	EXTRON Part # 60-1074-01 RGB-HDMI300A RGB and Stereo Audio to HDMI Scaler	1	EA		
3	EXTRON Part # 60-880-01 DXP44HDMI 4x4 HDMI Matrix Switcher	1	EA		
4	EXTRON Part # 60-1075-01 HAE100 HDMI Audio De-Embedder	1	EA		
5	EXTRON Part # 60-850-01 XPA200170 V Mono Amp - 200 Watts	1	EA		
6	EXTRON Part # 42-141-03 FF220T(PAIR) Full-Range Flat Field® Speakers with Low Profile Enclosure and 70/100 V Transformer Ceiling - 2' x 2' Drop-In, Xfmr	1	EA		
7	EXTRON Part # 60-1090-01 MLAVC10PLUS Volume Control Module	1	EA		
8	EXTRON Part # 60-544-83 IPLTS4 Four Serial Port IP Link® Control Processor	1	EA		
9	EXTRON Part # 60-1208-02 TLP710TV 7" Tabletop TouchLink Touch Panel	1	EA		
				<b>Total</b>	

10. **Training Classroom 4**, 102 Durley Ave. Classrooms 2, 3 & 4 are of similar construction, layout and desired configuration. Refer to PDF drawing file name: Extron\_1456744\_Training Rooms

**Parts list:**

Item #	Description	Qty		Unit Cost	Extended Cost
1	EXTRON Part # 60-417-12 WP150 WP Wallplate with Computer Video and PC Audio Connectors	1	EA		
2	EXTRON Part # 60-1074-01 RGB-HDMI300A RGB and Stereo Audio to HDMI Scaler	1	EA		
3	EXTRON Part # 60-880-01 DXP44HDMI 4x4 HDMI Matrix Switcher	1	EA		
4	EXTRON Part # 60-1075-01 HAE100 HDMI Audio De-Embedder	1	EA		
5	EXTRON Part # 60-850-01 XPA200170 V Mono Amp - 200 Watts	1	EA		
6	EXTRON Part # 42-141-03 FF220T(PAIR) Full-Range Flat Field® Speakers with Low Profile Enclosure and 70/100 V Transformer Ceiling - 2' x 2' Drop-In, Xfmr	1	EA		
7	EXTRON Part # 60-1090-01 MLAVC10PLUS Volume Control Module	1	EA		
8	EXTRON Part # 60-544-83 IPLTS4 Four Serial Port IP Link® Control Processor	1	EA		
9	EXTRON Part # 60-1208-02 TLP710TV 7" Tabletop TouchLink Touch Panel	1	EA		
				<b>Total</b>	

11. **Training Classroom 6**, 102 Durley Ave.

There is not a drawing specifically for this room, but its desired configuration is similar to PDF drawing file name: Extron\_1456744\_Training Rooms.

Exceptions: There are three TV's in this room; two of which do not have RS-232 ports (50" Toshiba) on side walls.

**Parts list:**

Item #	Description	Qty		Unit Cost	Extended Cost
1	EXTRON Part # 60-417-12 WP150 WP Wallplate with Computer Video and PC Audio Connectors	1	EA		
2	EXTRON Part # 60-1074-01 RGB-HDMI300A RGB and Stereo Audio to HDMI Scaler	1	EA		
3	EXTRON Part # 60-880-01 DXP44HDMI 4x4 HDMI Matrix Switcher	1	EA		
4	EXTRON Part # 60-1075-01 HAE100 HDMI Audio De-Embedder	1	EA		
5	EXTRON Part # 60-850-01 XPA200170 V Mono Amp - 200 Watts	1	EA		
6	EXTRON Part # 42-141-03 FF220T(PAIR) Full-Range Flat Field® Speakers with Low Profile Enclosure and 70/100 V Transformer Ceiling - 2' x 2' Drop-In, Xfmr	1	EA		
7	EXTRON Part # 60-1090-01 MLAVC10PLUS Volume Control Module	1	EA		
8	EXTRON Part # 60-544-83 IPLTS4 Four Serial Port IP Link® Control Processor	1	EA		
9	EXTRON Part # 60-1208-02 TLP710TV 7" Tabletop TouchLink Touch Panel	1	EA		
				<b>Total</b>	

Item	Installation	Qty		Unit Cost	Total Cost
1	Lunar Conference Room		Hrs		
2	Training Classroom 2		Hrs		
3	Training Classroom 3		Hrs		
4	Training Classroom 4		Hrs		
5	Training Classroom 6		Hrs		
6	Training		Days		
<b>Total</b>					
<b>All Five Training Classrooms Audio Visual Equipment, Parts and Materials Sub-Total</b>					
<b>(7.5%)Tax</b>					
<b>Shipping</b>					
<b>Grand Total</b>					

**12. SPECIAL INSTRUCTIONS**

- Contractor's quote should reflect Prevailing Wage Rates.
- Contractor is to provide all equipment manuals in one binder.

**EXHIBIT I**  
**SAMPLE CONTRACT**

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 **Audio Visual Equipment and Installation** 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

25. **LIVING WAGE ORDINANCE (REMOVE ENTIRE SECTION IF NOT APPLICABLE)**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

26. **ACCESS TO AND USE OF COUNTY TECHNOLOGY (REMOVE ENTIRE SECTION IF NOT APPLICABLE)**

As part of this contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

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).