

## **Solicitation ERFP-PRC-FY19-0281**

### **Consulting Services for the Historical Recognition of Women's Contributions**

**Bid Designation: Public**



**County of Santa Clara**

**Bid ERFP-PRC-FY19-0281****Consulting Services for the Historical Recognition of Women's Contributions**

**Bid Number** ERFP-PRC-FY19-0281

**Bid Title** Consulting Services for the Historical Recognition of Women's Contributions

**Bid Start Date** Jun 26, 2019 3:29:46 PM PDT

**Bid End Date** Aug 13, 2019 4:00:00 PM PDT

**Question & Answer  
End Date** Jul 12, 2019 3:00:00 PM PDT

**Bid Contact** David Noriega  
Procurement Contracts Specialist  
408-491-7427  
david.noriega@prc.sccgov.org

**Contract Duration** 3 years

**Contract Renewal** 2 annual renewals

**Prices Good for** Not Applicable

**Pre-Bid Conference** Jul 3, 2019 10:00:00 AM PDT  
Attendance is optional  
Location: County of Santa Clara Procurement Department  
Cedar Conference Room  
2310 North First Street, Suite 201  
San Jose, CA 95131-1040  
For those unable to attend in person, a toll-free teleconference line is available: dial 1-877-402-9757 and enter access code 7094144.

**Bid Comments** **The County of Santa Clara (County) is seeking proposals from qualified Proposers to provide consulting services to develop and manage a program for the historical recognition and commemoration of women's contributions and achievements to Santa Clara County. Recognition and commemoration may be in the form of monuments, buildings, parks, artwork, renaming of streets and/or preservation of artifacts.**

**The qualified Proposers may be individuals or organizations with backgrounds and/or expertise in consulting services to implement a program that will result in artwork, installations, and other commemorative and/or artistic approaches and methods that will highlight women's contributions to Santa Clara County. The consultant will act as a project manager and work with various County stakeholders to ensure that the development, planning, and implementation of the entire program is successful.**

**Only one (1) submittal will be accepted from Proposers.**

**This RFP will result in one (1) award. If an award is made, it is the County's intent to award a contract with an initial term of up to three (3) years with an option to renew in the County's sole discretion for two (2) additional one-year terms, unless terminated earlier or otherwise amended.**

**The County will hold a pre-proposal conference on the date and time specified in Section III.A of this RFP. For those unable to attend in person, a teleconference line will be provided. Attendance in the pre-proposal conference is highly recommended.**

**THIS RFP SOLICITATION REQUIRES ALL PROPOSALS TO BE SUBMITTED ELECTRONICALLY THROUGH BIDS SYNC. NO PAPER, EMAIL OR FAX SUBMISSIONS WILL BE ACCEPTED.**

**Item** ERFP-PRC-FY19-0281 --01-01 - Consulting Services for the Historical Recognition of Women's Contributions

**Quantity** 1 each

Prices are not requested for this item.

**Delivery Location** County of Santa Clara

Procurement Dept.

2310 N. First Street, Suite 201

San Jose CA 95131-1040

Qty 1

**Description**

Please submit your entire proposal by attaching it here.

**COUNTY OF SANTA CLARA, CALIFORNIA****REQUEST FOR PROPOSALS  
FOR**

**Consulting Services for the Historical Recognition  
of Women's Contributions to Santa Clara County  
RFP Number: ERF-P-RC-FY19-0281**

**ISSUE DATE:  
6/26/2019**

**ELECTRONIC SUBMISSIONS OF PROJECTED PROPOSALS DUE DATE:  
8/9/2019 4:00 PM Pacific Time**

**Procurement Department  
2310 North First Street, Suite 201  
San Jose, CA 95131**

**Procurement Officer: David Noriega  
Telephone: 408-491-7427  
Email: [David.Noriega@prc.sccgov.org](mailto:David.Noriega@prc.sccgov.org)**

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### **APPENDICES and SUPPLEMENTS**

#### APPENDIX A: PROJECT SCOPE REQUIREMENTS

*The following documents are to be submitted with the proposal, in numerical or alphabetical order of reference label*

#### **PROJECT SCOPE REQUIREMENTS:**

APPENDIX A-1: PROJECT SCOPE REQUIREMENTS – OFFEROR'S RESPONSE  
FORM

APPENDIX B: PRICE PROPOSAL SCHEDULE

#### **OTHER SUBMITTALS:**

Supplement 1: NON-COLLUSION DECLARATION  
Supplement 2: DECLARATION OF LOCAL BUSINESS, *if applicable*  
Supplement 3: DECLARATION OF COMPLIANCE WITH WAGE THEFT  
PREVENTION POLICY  
Supplement 4: REFERENCE FORM

### **EXHIBITS**

*Following Exhibits are for references or to be submitted prior to proposal submission projected due date.*

EXHIBIT A: COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS  
EXHIBIT B: INSURANCE REQUIREMENTS

### **ATTACHMENTS**

The following Attachment is for reference only.

ATTACHMENT 1: BOARD FILE NO. 90480, HISTORICAL RECOGNITION FOR WOMEN IN  
SANTA CLARA COUNTY

#### **Request for Proposal ERF-P-RC-FY19-0281**

Consulting Services for the Historical Recognition  
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## **I. INTRODUCTION**

### **A. INVITATION**

The County of Santa Clara (County) is seeking proposals from qualified Proposers to provide consulting services to develop and manage a program for the historical recognition and commemoration of women's contributions and achievements to Santa Clara County. Recognition and commemoration may be in the form of monuments, buildings, parks, artwork, renaming of streets and/or preservation of artifacts.

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## **B. BACKGROUND**

### **1. County of Santa Clara**

Santa Clara County (SCC) is the sixth most populous County in California, with a population of 1.9 million people. The County contains 168 distinct voting districts, fifteen cities encompassing approximately 1,300 square miles and a large concentration of electronics, research and manufacturing firms. It is the fifth-largest County government in the State and has an estimated workforce of 21,000.

The County organizational structure includes a decentralized mix of approximately 50 semi-autonomous County Agencies and Departments. The County provides services such as public safety and justice, road construction and maintenance, parks and recreation, libraries, and environmental resource management. It also operates "enterprise" programs, which charge fees to users for services. Two examples are the Santa Clara Valley Medical Center and the County airports. The County acts as an agent of the State in administering health, social services, and criminal justice programs that are of statewide concern.

Policy making, and legislative authority are vested in the County Board of Supervisors, which consists of an elected supervisor from each of the County's five districts. The Board's responsibilities include passing ordinances, adopting the Budget, appointing committees and appointing the County Executive who manages the day to day operations of the County. For more information please go to [www.sccgov.org](http://www.sccgov.org).

### **2. Background Information on the Project**

On May 18, 2018, the County's Board of Supervisors (Board) approved a plan to recognize and commemorate women who have contributed to Santa Clara County. Please see Attachment 1 – Board File No. 90480, Historical Recognition for Women in Santa Clara County for the Board approved document.

The work to honor women and commemorate their contributions requires deliberate and inclusive thought. Community insight is also required to develop art and recognition spaces that will inspire, memorialize and serve as a tribute to women leaders and innovators that have made valuable contributions to the County of Santa Clara. It is critical that recognition efforts include a variety of ways to celebrate the accomplishments of women. This work may include artwork, sculptures, parks and/or digital art that reflects the vibrant diversity of our community. The trajectory of the various advocacy efforts by women is varied, including suffrage struggles, to the ongoing efforts for ratification of the Equal Rights Amendment in the 38<sup>th</sup> state, to women in space, science, technology, leadership and beyond, their successes cannot be memorialized appropriately unless it can capture the enormity of what women have achieved, all while continuing their traditional roles.

Given the diverse variety of the fields where women have made significant contributions, as well as the intent to create a legacy representative of the cultural communities throughout the County, an advisory committee (Committee) shall be established for a fixed term of at least one year. The Committee will consist of appointed members representing each Supervisorial District as well as members representing the fields of Arts, Sciences, Social Justice, Health, and Politics. The Committee will assist with developing a work plan that engages both public and private members to identify ways to accomplish the recognition of women's accomplishments and contributions to the County.

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## **II. PROJECT SCOPE**

The County of Santa Clara's (County) desires to engage a consultant to manage and develop a program to recognize and commemorate women's contributions to the County. The program will consist of a number of unique objectives including:

1. Development and management of a recognition program through arts, monuments and dedications to honor and recognize women's contributions to Santa Clara County;
2. Application of the gender lens in arts;
3. Successfully working with a culturally diverse community such as Santa Clara County;
4. Building a diverse advisory and planning committee;
5. Having the range, breadth, depth and knowledge to accommodate the needs of each County District including the ability to work closely with each County Supervisor and County agencies and departments to explore and discuss potential locations, matters and manners for artwork, installations, and other artistic methods to commemorate women;
6. Research, documentation and fact checking of resources and artists to ensure alignment with the County's cultural richness and diversity;
7. Development and implementation of a website for fundraising, announcements, and social media campaigns;
8. Selection of artists with a specific focus on being gender responsive, inclusive and culturally sensitive;
9. Selection of artists who have created commemorative art to honor, recognize and memorialize events, people, and occurrences; and
10. Provision of reports, updates, and memos per County's requirements.

The framework of the program will consist of creative projects to create long lasting educational installations that preserve the legacy and contributions of women. The projects will be a combination of both regional recognition and District level recognition. From naming existing structures to honor women in our County who have made significant contributions, to artwork that inspires women and girls, the framework adopted should avoid being an award, while still serving as a memory that both honors and inspires. Additionally, the framework of the program could benefit from a variety of commemorative methods such as hosting art competitions to bringing commemorative exhibition tours to the County.

The Committee to be assembled by the consultant will be ad-hoc in nature and have at least 50% women from diverse ethnic/cultural backgrounds to ensure that the diversity of our residents is reflected, as well as to highlight achievements from unserved communities that call Santa Clara their home. The consultant alongside members of the Committee will create a workplan combining public input of ideas, including specifics about individuals being recommended for commemoration, outreach plan to cover the breath of the County from Palo Alto to Gilroy, as well as specifics about fundraising efforts to raise matching funds. The Committee will not make a final vote on the regional recognition or each District's recognition plan but will make recommendations to the Board for adoption in a public meeting.

The ultimate goal is for the program to be guided by the principals of public engagement rooted in the idea of art with a gender lens to create a lasting and powerful commemoration for all to remember.

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### III. **SCHEDULE AND EXPLANATION OF EVENTS**

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

#### A. **SCHEDULE OF EVENTS**

The County will make every effort to adhere to the following anticipated schedule:

	EVENT	DATE
1.	Issue of RFP	June 26, 2019
2.	Pre-proposal Conference	July 3, 2019
3.	Deadline to Submit Written Questions	July 12, 2019
4.	Response to Written Questions/RFP Addendum Posted	July 23, 2019
5.	Submission of Proposals	August 13, 2019, 4:00 PM Pacific Time
6.	Proposal Evaluation	August 2019
7.	Selection of Short List	August 2019
8.	Conduct Oral Presentations	August 2019
9.	Selection of Finalist for Negotiations	September 2019
10.	Negotiations	September 2019
11.	Issue Notice of Intent to Award	September 2019
12.	Contract Approval and Execution	October 2019
13.	Commencement of Contract	October 2019

#### B. **POINT OF CONTACT**

The County has designated a Procurement Officer who is responsible for the conduct of this Procurement whose name, address and telephone number are listed below:

David Noriega, Procurement Contracts Specialist  
 Procurement Department  
 2310 North First Street, Suite #201  
 San Jose, CA 95131

Telephone: 408-491-7427

Email: [David.Noriega@prc.sccgov.org](mailto:David.Noriega@prc.sccgov.org)

Any inquiries or request regarding this procurement should be submitted to the Procurement Officer in writing through [www.bidsync.com](http://www.bidsync.com), the County's solicitation management system. Proposers may contact ONLY the Procurement Officer regarding this RFP.

**C. EXPLANATION OF EVENTS****1. ISSUE OF RFP**

This RFP is being issued by the County of Santa Clara Procurement Department. Copies of this RFP including supporting documents may be obtained from [www.bidsync.com](http://www.bidsync.com)

**2. PRE-PROPOSAL CONFERENCE**

☐ No pre-proposal conference is scheduled for this RFP. Please submit all questions by the due date listed in Item A of Section III.

☐ Mandatory. Attendance at the pre-proposal conference is a prerequisite for submission of a proposal.

☒ Non-mandatory. Attendance at the pre-proposal conference is strongly recommended but is not a prerequisite for submission of a proposal.

**Pre-proposal Conference Date/Time/Location:**

Date: 7/3/2019

Time: 10:00 AM PST

Location:

County of Santa Clara Procurement Department  
Cedar Conference Room  
2310 North First Street, Suite #201  
San Jose, CA. 95131

Toll-free number: 877-402-9757

Conference ID: 7094144

No audio, video, or written, transcript record of the proceedings of this pre-proposal conference will be available after its conclusion. The County will attempt to tabulate a list of all questions and responses at the pre-proposal event but does not guarantee that the list will include every question asked at the event. Upon request, the County may publish a list of vendors attending the pre-proposal conference after the conclusion of the event.

**3. DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Submit all written questions through [www.bidsync.com](http://www.bidsync.com) by the due date listed in Item A of Section III to the Procurement Officer. The County will not respond to questions submitted in any other manner or format.

**4. RESPONSE TO WRITTEN QUESTIONS/RFP ADDENDUM POSTED**

The County may respond to questions received prior to a scheduled pre-proposal conference. The County will list answers to all written questions received by the deadline and any material change to the RFP on an addendum to the RFP and post the addendum on [www.bidsync.com](http://www.bidsync.com) on the date mentioned in Item A of Section III. Additional written questions must be received by the Procurement Officer no later than

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two (2) days after the addendum is posted. The County will respond in a timely manner by including an addendum to the RFP posted on [www.bidsync.com](http://www.bidsync.com). Thereafter, the County does not guarantee a response. The County, however, reserves the right to post additional addenda until the RFP closing date and time.

## **5. SUBMISSION OF PROPOSALS**

All proposals shall be submitted through [www.bidsync.com](http://www.bidsync.com). The County will not consider proposals submitted in any other manner. Proposals must be filed in [www.bidsync.com](http://www.bidsync.com) prior to the due date and time of proposal submission. BidSync will not accept proposals beyond the due date and time.

### **A. NUMBER OF RESPONSES**

Only one proposal will be accepted from any one person, partnership, corporation or other entity.

### **B. PROPOSAL FORMAT AND ORGANIZATION**

The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated:

- Section 1: Letter of Transmittal
- Section 2: Table of Contents
- Section 3: Proposer's Corporate Information
- Section 4: Project Scope Requirements Response including all required Appendices with the exception of the Price Proposal Schedule, in numerical or alphabetical order of reference label
- Section 5: Other Submittals (required Supplements), in numerical or alphabetical order of reference label
- Section 6: Price Proposal Schedule to be separated from the proposal package (uploaded as the first line item) and uploaded as the second line item in the eRFP on BidSync

### **C. PROPOSAL PREPARATION INSTRUCTIONS**

Within each section of their proposal, proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP should be thoroughly completed and included in the appropriate section of the proposal.

### **D. NON-CONFORMING SUBMISSIONS**

A submission may be construed as a non-confirming proposal, ineligible for consideration or incomplete if it does not comply with the requirement of this RFP.

## **6. PROPOSAL EVALUATION**

An Evaluation Committee will be appointed and each Evaluation Committee member will independently review, evaluate and score the proposals. The highest ranked responses will be recommended for the next round of evaluation.

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**7. SELECTION OF SHORT LIST**

Proposers that demonstrate their capacity, ability and capability to meet the County's requirements will be determined to be within the competitive range and a shortlist of Proposers may be invited to the next round of evaluation.

**8. CONDUCT ORAL PRESENTATIONS**

Please see Section IV. Evaluation, Negotiations and Award Process, Paragraph C. Oral Presentations/Demonstrations for details.

**9. SELECTION OF FINALIST FOR NEGOTIATIONS**

In the County's sole discretion, one or more Proposers may be selected as finalists and invited to move forward to negotiations.

**10. NEGOTIATIONS**

Please see Section IV. Evaluation, Negotiations and Award Process, Paragraph E. Negotiations for details.

**11. ISSUE NOTICE OF INTENT TO AWARD**

Once final negotiations have concluded, the Procurement Officer will issue a notice of intent to award a contract and notify all Proposers.

**12. CONTRACT APPROVAL AND EXECUTION**

Please see Section IV. Evaluation, Negotiations and Award Process, Paragraph F. Contract Award for details.

**13. COMMENCEMENT OF CONTRACT**

Commencement of contract is upon execution by both parties.

## **IV. EVALUATION, NEGOTIATIONS AND AWARD PROCESS**

### **A. REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### **B. EVALUATION CRITERIA**

- i. Proposals will be evaluated by the Evaluation Committee members who will independently evaluate, and rate proposals based on criteria listed below. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation Committee member.

1.	Experience and knowledge in working within the public sector, particularly in community engagement and the arts;	25 points
2.	Ability to meet requirements with gender-lens;	20 points
3.	Approach to engaging community stakeholders, unincorporated areas and 15 cities;	15 points
4.	Expertise in communications, including use of social media tools and website development;	15 points
5.	Process and track record of fundraising and knowledge of fundraising strategies related to works of art;	10 points
6.	Corporate strength, experience, financial strength, references; and reputation of proposer;	5 points
7.	Pricing Structure; and	5 points
8.	Local Preference.	5 points

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100 total points

#### **ii. LOCAL PREFERENCE POLICY**

In a formal solicitation of goods or services, the County of Santa Clara shall give Local Businesses the preference described below.

“Local Business” means a lawful business with a physical address and meaningful “production capability” located within the boundary of the County of Santa Clara. The term “production capability” means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a “Local Business.”

In the procurement of goods or services in which best value is the determining basis for award of the contract - for example, a Request for Proposals - five percent (5%) of the total points awardable will be added to the Local Business score.

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When a contract for goods or services, as defined in this policy, is presented to the Board for approval, the accompanying transmittal document shall include a statement as to whether the proposed vendor is a Local Business, and whether the application of the local preference policy was a decisive factor in the award of the proposed contract. The local preference policy may only be applied based on the entity submitting a bid or proposal and not a subcontractor or business partner.

This Local Business preference shall not apply to the following:

1. Public works contracts;
2. Where such a preference is precluded by local, state or federal law or regulation;
3. Contracts funded in whole or in part by a donation or gift to the County where the special conditions attached to the donation or gift prohibits or conflicts with this preference policy. The donation or gift must be approved or accepted by the Board in accordance with County policy; or
4. Contracts exempt from solicitation requirements under an emergency condition in accordance with Board policy, state law and/or the County of Santa Clara Ordinance Code.

### iii. WAGE THEFT PREVENTION POLICY

The County of Santa Clara does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:

#### **Wage Theft Prevention**

It is the policy of the County that all parties contracting with the County must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the County or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the County may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with the County, may be in material breach of its contract with the County if the violation is not fully disclosed and/or satisfied per County guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

### **C. ORAL PRESENTATIONS / DEMONSTRATIONS**

Upon evaluation of the criteria indicated above and the rating and ranking, the Evaluation Committee may choose to conduct an oral presentation/demonstration with the proposer (s) which the Evaluation Committee deems to warrant further consideration based on, among other considerations the highest ranked proposer or proposers within the competitive range. Upon completion of the oral presentations/demonstrations, the Evaluation Committee members will independently re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation/demonstration.

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**D. PRICE EVALUATION**

The price proposal will be evaluated relative to the combination of the technical proposal, including an evaluation of how well it matches the proposer's understanding of the County's needs described in this Solicitation, the proposer's assumptions and the value of the proposed solution and/or services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked proposer.

**E. NEGOTIATIONS**

The County may direct negotiations with the highest ranked proposer, negotiations with multiple proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and the said proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may begin negotiations with the next highest ranked proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No proposer shall have any rights against the County arising from such negotiations or termination thereof.

**F. CONTRACT AWARD**

Any proposed contract, resulting from this Solicitation, will be submitted for approval to the Board of Supervisors, or Chief Procurement Officer or designee. All proposers will be notified in writing of the decision with respect to the contract award. Notwithstanding the right of protest outlined in the Conditions Governing the Procurement attachment, the County's decision of whether to make the award and to which proposer shall be final.

## **V. CONDITIONS GOVERNING THE PROCUREMENT**

Ver 9 August 2018

**The County of Santa Clara highly encourages and permits the use of the resultant contract by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.**

This Attachment contains the conditions governing the Request for Proposal (RFP) process. Proposers are required to adhere to these conditions.

### **1. INCURRING COST**

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

### **2. CLAIMS AGAINST THE COUNTY OF SANTA CLARA**

Neither proposers' organization nor any of their representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the County and your organization.

### **3. BASIS FOR PROPOSAL**

Only information supplied by the County in writing via the County's solicitation management system, [www.bidsync.com](http://www.bidsync.com), by the Procurement Officer in connection with this RFP should be used as the basis for the preparation of proposer's proposal.

### **4. NO PUBLIC PROPOSAL OPENING**

There will be no public opening for this RFP.

### **5. CALIFORNIA PUBLIC RECORDS ACT (CPRA)**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If proposer proprietary information is contained in documents submitted to County, and proposer claims that such information falls within one or more CPRA exemptions, proposer must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to proposer prior to such disclosure. If proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If proposer fails to obtain such remedy within County's



deadline for responding to the CPRA request, County may disclose the requested information.

Proposer further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the proposer.

## **6. CONFIDENTIALITY**

All data and information obtained from the County of Santa Clara by the proposers and their agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the proposer and its agents as confidential. The proposers and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by a proposer to the County is confidential until a contract award recommendation is signed by the issuing County Department, when such documents become public record under state and local law, unless exempted under CPRA.

## **7. ELECTRONIC SUBMISSIONS OF THE RFP**

7.1 This RFP is being made available by electronic means. As part of the RFP, proposers will be required to download, complete and upload certain documents. Proposers acknowledge and accept full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proposer's possession and the version maintained by the Issuing Department the version maintained by the Issuing Department must govern.

7.2 All proposals must be submitted electronically in [www.bidsync.com](http://www.bidsync.com) in accordance with the County requirements. Proposals submitted in any other form, including, but not limited, to hardcopy, email, fax or verbal will not be accepted.

7.3 All proposals are secure and may not be accessed by the County until the RFP closing date and time as indicated on the solicitation document, or subsequent addenda.

7.4 Proposers may modify or withdraw their proposals submitted in [www.bidsync.com](http://www.bidsync.com) until the RFP closing date and time. The County will only consider the latest version of the proposal as submitted through [www.bidsync.com](http://www.bidsync.com).

a. Proposers should allow adequate time to submit proposals electronically. Submission of a proposal may not be instantaneous and may be affected by several events, such as temporarily losing connection to the internet. Proposers are solely responsible for ensuring their responses are completed and submitted electronically in [www.bidsync.com](http://www.bidsync.com) prior to the closing date and time for this RFP.

b. The County has the capability of viewing documents submitted in the following formats: Microsoft Word, Microsoft Excel, portable document format file (PDF) only.

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7.7 If the County is unable to open a file due to a virus or because the file has been corrupted, the proposal response may be considered incomplete and disqualified from further consideration.

7.8 Electronic proposal submissions may require uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extension is prohibited. Each document should be attached as a separate file.

7.9 All information submitted is subject to third parties' disclosure under the California Public Records Act.

## **8. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

In submitting a response to a solicitation issued by the County, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Sec. 15](#)) or under the Cartwright Act (Chapter 2 (commencing with [Section 16700](#)) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the County pursuant to the solicitation document. Such assignment shall be made and become effective at the time the County tenders final payment to the responding person and/or entity.

## **9. COUNTY RIGHTS**

The County reserves the right to do any of the following at any time:

- 9.1 Reject any or all proposal(s);
- 9.2 Waive or correct any minor defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- 9.3 Request that proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- 9.4 Terminate the RFP, and at its option, reissue a new RFP;
- 9.5 Procure any equipment or services specified in this RFP by other means;
- 9.6 Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- 9.7 Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- 9.8 Negotiate with any or none of the proposers;
- 9.9 Modify in the final agreement any terms and/or conditions described in this RFP;

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- 9.10 Terminate failed negotiations with a proposer without liability, and negotiate with other proposers;
- 9.11 Disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- 9.12 Eliminate, reject or disqualify a proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer as determined solely by the County; and/or
- 9.13 Accept all or a portion of a proposer's proposal.

## **10. PROTEST PROCEDURES**

The Procurement Officer will send a notification advising of the recommended vendor / consultant / contractor to all Proposers informing each of the proposal(s) that was/were selected and/or deemed to be a finalist. A proposer whose proposal was not selected or not deemed to be a finalist may file a written protest within five (5) business days of issuance of this notification.

### **A. Filing a Protest**

The protest of an award must be in writing. The following must be written on the cover of the protest: "Protest Relating to [SOLICITATION NUMBER]." The written protest and all supporting documentation must be emailed to the designated Procurement Officer so that it is **received no later than 5 p.m. of the fifth business day after** the email notifying proposers of the County's recommendation to award. Any protests not received by the deadline or sent to any person other than the designated Procurement Officer may be rejected or dismissed by the County in the County's sole discretion. A business day shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. except for County holidays.

### **B. Contents of Protest**

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly state the grounds for the protest as set forth below and the evidence and/or credible allegations supporting each ground; (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by the County. All protest documents are considered a public record.

### **C. Grounds for Protest**

Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations that the award recommendation is based on arbitrary and/or capricious actions, as follows:

- a. The protester believes there was an error made by County officials or evaluation team members. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.
- b. The protester believes there was misconduct or impropriety by County officials or evaluation team members.
- c. The protester believes there was abuse of discretion or process by County officials or evaluation team members.

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**D. Protest Resolution Process****a. Informal Review and Resolution by Department**

The Director of the issuing Department will review a timely protest and attempt to informally resolve it. The Director or designee may use all available resources and information, including soliciting information from, and revealing information to, other entities or sources in its attempt to informally resolve the protest.

If this attempt at informal resolution is unsuccessful, this shall be communicated to the protester. The protester may, within two (2) business days, request that the protest be forwarded to an independent review officer (IRO). Upon receiving such a request, the County shall forward the protest to the IRO, notify the protester, and provide the IRO's contact information to the protester.

**b. Formal Review by IRO**

The IRO shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. The IRO may use all available resources and information, including soliciting information from, and revealing information to, other entities in its attempt to resolve the protest. The IRO may also contact the protester or Agency/Department, or conduct a hearing as needed or if required by law.

**E. IRO Decision**

The IRO will issue a written decision to the protester and the Department within **twenty (20) business** days of receiving a protest. However, the time for decision may be extended by the IRO. The decision of the IRO may be appealed to the County Executive Officer by either the protester or the county official responsible for the procurement of the goods and/or services within two (2) business days of the issuance of the decision. The County Executive's decision regarding the protest shall be binding upon the parties unless otherwise provided by state law.

**F. Remedies**

The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation of proposals by the same or a new evaluation committee, or the rejection of a solicitation. However, no remedy may require the County to execute a contract with any entity, which authority is solely reserved for the Board of Supervisors or an official with appropriate delegated authority.

## **V. PROPOSER'S SUBMISSION**

**THIS RFP SOLICITATION REQUIRES ALL PROPOSALS TO BE SUBMITTED ELECTRONICALLY THROUGH BIDSINC. NO PAPER, EMAIL OR FAX SUBMISSIONS WILL BE ACCEPTED.**

This section contains requirements and relevant information Proposers should use for the preparation of their proposals. Proposers should thoroughly respond to each requirement.

### **A. LETTER OF TRANSMITTAL**

Each proposal received should include a letter of transmittal. The letter of transmittal should:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization; and
- f. Acknowledge receipt of any and all addenda to this RFP and;
- g. Identify all sections of the proposal that the proposer claims contain "proprietary" or "confidential" information.
- h. Include an Executive Summary which should be a one or two-page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

### **B. PROPOSER'S CORPORATE INFORMATION**

#### **1. PROPOSER'S EXPERIENCE AND OTHER INFORMATION**

The proposer should include in their proposal a statement of relevant experience. The proposer should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of its subcontractors, if applicable, in providing and/or supporting the proposed solution.

In addition, proposers should provide the following information:

- a. The name of the jurisdiction in which the proposer is organized and the date of such organization.
- b. Length of time the proposer has been providing the proposed goods and/or services.
- c. A description of the proposer's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.

- d. A complete disclosure if proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.
- e. A list of any lawsuits filed against the proposer, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

## **2. FINANCIAL STABILITY/PROPOSER FINANCIAL INFORMATION**

Proposers should submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission should include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the proposer, the proposer should state the reason and, instead, submit sufficient information for example Dun and Bradstreet report or any other supporting document to enable the Evaluation Committee to determine the financial stability of the proposer.

**Proposers should provide this information with their proposal and not defer submission to a later date.** The Procurement Officer may request, and the proposer should supply any additional financial information requested in a timely manner.

## **3. PAST PERFORMANCE (REFERENCES)**

The proposer's submittal should include at least three (3) different external references from clients who have completed same or similar programs in the last three (3) years, who are willing to validate the proposer's past performance on similar programs of size and scope. **References are preferred to be of previous or existing public sector clients.** The minimum information that should be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the services provided and dates the services were provided.

## **4. INDEMNITY AND INSURANCE REQUIREMENTS**

Proposers should provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the County Insurance Requirements Exhibit of the RFP. In addition, proposers should provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies naming the County as an additional insured.

**5. PROPOSER'S TERMS AND CONDITIONS**

If proposer objects to any of the County's terms and conditions listed in the County of Santa Clara Standard Terms and Conditions Exhibit, proposer should propose specific alternative language and indicate the reason for their objection. The County may or may not accept the alternative language. The County will not accept general references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the County. Proposer should provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

In addition, proposer should submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Proposer should provide specific proposed wording and a brief discussion of the purpose and impact, if any. Proposer should also include any applicable agreement, such as license, service level, maintenance, etc.

**C. PROJECT SCOPE REQUIREMENTS AND PRICING****1. Project Scope Requirements (Appendix A)**

The Project Scope Requirements are defined in Appendix A.

Proposers must complete and submit Project Scope Requirements Response Form referenced as Appendix A-1 with their proposal.

**2. Price Proposal Schedule (Appendix B)**

Proposers shall complete and submit their Price Proposal Schedule

**D. OTHER SUBMITTALS (Supplements)****1. NON-COLLUSION DECLARATION**

Proposers should complete and submit Non-Collusion Declaration form with their proposal.

**2. DECLARATION OF LOCAL BUSINESS**

Proposers should complete and include the Declaration of Local Business, with their proposal, if applicable.

**3. DECLARATION OF COMPLIANCE WITH WAGE THEFT PREVENTION POLICY**

Proposer should complete and include Declaration of Compliance with Wage Theft Prevention Policy, with their proposal.

## **APPENDIX A**

### **PROJECT SCOPE REQUIREMENTS**

The successful Proposer shall provide consulting services to develop and manage a program for the historical recognition of women's significant contributions and achievements to Santa Clara County.

The contract to be awarded shall be used as a master agreement against which the ordering department shall issue subordinate purchase documents based on the pricing, terms, and conditions of the agreement. County does not guarantee, whether implied or in writing, to purchase any estimated quantities based on past usage, annual dollar volume, or quantity. No minimum orders are guaranteed.

#### **A. OBJECTIVES**

Consultant must be capable of:

1. Developing and managing a recognition program through arts, monuments and dedications to honor, recognize and commemorate women's contributions to Santa Clara County;
2. Applying the gender lens in arts;
3. Successfully working with a culturally diverse community such as Santa Clara County;
4. Building a diverse advisory and planning committee;
5. Having the range, breadth, depth and knowledge to accommodate the needs of each County District including the ability to work closely with each County Supervisor and County agencies and departments to explore and discuss potential locations, matters and manners for artwork, installations, and other artistic methods to commemorate women;
6. Researching, documenting and fact checking of resources and artists to ensure alignment with the County's cultural richness and diversity;
7. Developing and implementing a website for fundraising, announcements, and social media campaigns;
8. Selecting artists with specific focus on being gender responsive, inclusive and culturally sensitive;
9. Selecting artists who have created commemorative art to honor, recognize and memorialize events, people, and occurrences; and
10. Providing reports, updates, and memos per County's requirements.

#### **B. DEFINITIONS**

1. CRPO: Contract Release Purchase Order  
Abbreviation for Contract Release Purchase Order, which is a County-issued purchase order provided to a contracted supplier when an order is placed for contracted goods and services.
2. OWP: Office of Women's Policy  
The Office of Women's Policy (OWP) is a special department within the Office of the County Executive's Equity & Social Justice Division, serving as a bridge between County and community to ensure the voice of women and girls is present in local decision-making. Through analysis, research and strategic collaboration,

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OWP works to ensure that programs and services, and also systems and policy, support women's leadership, full equality and advancement in the home, at work and in the community.

**3. Advisory Committee**

Committee to be established by the consultant who will put together the implementation plan for the commemoration.

**4. Gender Lens**

Applying the gender lens is deliberately paying attention to gender imbalances, biases, and inequities that fail to advance women, girls, and female identified persons. Using a gender lens requires setting aside heteronormative, patriarchal, male-centric views and instead applying equity considerations that lead to inclusive policies, programming, products, projects, and planning. Applying the gender lens is a commitment to examine the context, issues, and solutions from other than the dominant perspectives which usually are male-centric perspectives.

## **C. SUPPLIER RESPONSIBILITIES**

### **1. Consultant Requirements**

- 1.1** Must have the ability to apply the gender lens in relation to the artistic methods to be utilized in the recognition and commemoration of women.
- 1.2** Must possess cultural awareness and sensitivity in working to identify diverse ways to honor and recognize women's contributions through renaming of streets and buildings to various types of artistic means, which may include, but shall not be limited to monuments, buildings, parks, and/or preservation of artifacts.
- 1.3** Must respect the County's culturally diverse community and recognize this in all decision making and processes during the entire term of the agreement.
- 1.4** Must recognize and comprehend the economic diversity of the County.
- 1.5** Proposer should have at least five (5) years of experience working in the area of commemorative art or similar background including the ability to identify projects currently on display or records of projects completed. Proposers with less than five (5) years of experience may still be considered, but a minimum of five (5) years is preferred.
- 1.6** Experience in both the public and private sectors with a specific focus on arts, humanities, and/or cultural commemorations is preferred.
  - 1.6.1** Familiarity with the funding of artwork in both the public and private sectors is desired.
  - 1.6.2** Familiarity with the approval processes in the public sector is desired.
- 1.7** Must have experience with applying for grants, including applications for public and private funding.
- 1.8** Experience with identifying diverse artists and familiarity with local experts in the field of recognition through art.
- 1.9** Must possess research, documentation, and fact checking skills to ensure all information received and distributed is entirely accurate and respectful to all audiences.
- 1.10** Proposer shall remain in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation. Services provided to the County through the contract must

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maintain compliance with all applicable laws and all required certifications at all times throughout the term of the contract.

## **2. Phase One – Development and Planning**

Phase One of the entire project shall be devoted to the development and planning stages, which should be completed within a period of three (3) months starting from the commencement date of the final agreement.

- 2.1** Proposer is required to establish an Advisory Committee made up of several representatives who will assist with the entire development, planning, selection, and implementation processes.
  - 2.1.1** The Advisory Committee must be made up of at least 50% women of color and include:
    - 2.1.1.1** At least one (1) representative from each of the five (5) County districts;
    - 2.1.1.2** At least one (1) expert in the art field; and
    - 2.1.1.3** Several local women's rights leaders from the County.
  - 2.1.2** The Advisory Committee must be culturally diverse and inclusive of as many communities as possible, including underrepresented and unserved communities in the County.
    - 2.1.2.1** Consultant shall reach out to the communities to solicit participation in the Advisory Committee
    - 2.1.2.2** Consultant shall prepare plans including social media outreach to solicit community engagement
    - 2.1.2.3** Consultant shall work with OWP to ensure public participation
  - 2.1.3** Proposer shall communicate and work with OWP's legal counsel to ensure that the Advisory Committee's structure meets all legal requirements.
  - 2.1.4** Proposer shall provide the necessary personnel, services, equipment and materials that may be required in the establishment of the Advisory Committee.
- 2.2** Proposer must have the range, breadth, and knowledge to meet with each County Supervisor and County agencies and departments.
  - 2.2.1** Proposer shall set up and conduct explanatory meetings with the County's Supervisors to gather input and suggestions and to explore and discuss potential locations, matters and manners for artwork, installations, and other artistic methods to commemorate women.
  - 2.2.2** Proposer shall set up and conduct explanatory meetings with any of the County's agencies and departments upon request to explore and discuss potential locations, matters and manners for artwork, installations, and other artistic methods to commemorate women.
- 2.3** Proposer is required to provide reports to summarize all findings during the term of the agreement.
  - 2.3.1** Proposer shall provide reports for services rendered in a format jointly developed and specifically approved by County. Proposer shall compile and submit reports to County semi-annually or on an as-

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needed basis. Reports may include, but shall not be limited to the following:

- 2.3.1.1** Statistics related to community engagement and participation
- 2.3.1.2** Progress related to Advisory Board meetings
- 2.3.1.3** Research and data collection conducted

**2.4** Establish formal selection criteria for honorees and propose an honoree selection panel.

- 2.4.1** Proposer must seek final approval from Advisory Committee before executing the formal selection criteria.

**2.5** Proposer shall set-up a website for the County to solicit public input and engagement for all aspects of the project.

- 2.5.1** Proposer may hire subcontractors to assist with the technical expertise and digital skillset needed to develop and build the website.
- 2.5.2** Proposer will work with County staff to ensure the website meets County's criteria and requirements. Proposer must be prepared to make any necessary adjustments to the website during the term of the agreement as the County's criteria and requirements may change as more data becomes available.
- 2.5.3** The website should be designed to draw the public's attention and advertise the County's various needs and expectations for the project as a whole.
- 2.5.4** The website must include, but shall not be limited to the following:
  - 2.5.4.1** Fundraising activities and opportunities
  - 2.5.4.2** Announcements pertaining to the project
  - 2.5.4.3** Social media campaigns for all aspects of the project

### **3. Phase Two – Selection Process**

Phase Two of the entire project shall be devoted to the final selection processes for the following:

- Types of artwork to be crafted and installed
- Streets, buildings, and/or other establishments to be renamed
- Artists or individuals providing their expertise, feedback, and/or skills
- Locations for the artwork to be exhibited

Phase Two should be completed within a period of five (5) months starting from the completion of Phase One – Development and Planning.

**3.1** Proposer shall take the lead in the selection for all of the above in the establishment of artwork, installations, and all other artistic methods to commemorate women.

- 3.1.1** Proposer shall set up and conduct meetings with the Advisory Committee and all other necessary parties to discuss the final selection processes.
- 3.1.2** Proposer shall draft and approve the final processes in selecting artistic methods, artists and timelines.

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- 4.5 Proposer shall complete all documentation for County records, including completing invoices and payments to any sub-contractors selected during the term of the agreement.

## 5. Invoices

Proposer shall provide invoices per County requirements. If invoice does not match, Proposer must provide new or updated invoices until information is a 100% match or approved by the County.

## 6. Pricing Structure

Proposer shall provide a pricing structure in which County users will be able to determine County's most updated cost at the time of payment and validate that pricing complies with the pricing structure agreed upon.

## D. COUNTY RESPONSIBILITIES

1. County may provide space(s) in County facilities for Proposer to work during the duration of the agreement.
2. County shall provide space to set up and conduct meetings when needed.
3. County shall provide access to the necessary legal counsel to advise on matters that may need legal consultation.
4. County shall issue a CRPO to the Proposer upon receipt and approval of Proposer's invoice(s).
  - 4.1 County shall issue CRPO's after completion of services.
  - 4.2 County shall not process any invoices for payment until services are complete.

**APPENDIX A-1**  
**PROJECT SCOPE REQUIREMENTS RESPONSE FORM**

**Each Proposer responding to this RFP must complete and submit this Appendix A-1 with their proposal response.**

The following questions pertain to **Appendix A – Project Scope Requirements**:

1. Describe your understanding on the “gender lens” and its role in artistic methods to recognize and honor women. Provide specific examples of your previous work that demonstrate your abilities in bringing expertise to this entire project.
2. Describe your experience in working with culturally and economically diverse communities. Please include details as to how you incorporated cultural, geographical, ethnic and/or economic diversity in your work with specifics of projects or consultancies that demonstrate your expertise.
3. Provide the number of years of experience you have in working in the area of commemorative art or similar field(s). Please list any trainings, certifications, or publications that demonstrate your expertise in the subject matter of using artwork as public recognition. This may include your participating in a public body such as a committee or commission or a paid position.
4. Provide a narrative describing the experience you possess in working with both the public and private sectors. Please share a portfolio of your work where you had to engage both public and private partners to achieve outcomes in the field of arts or artistic recognition. Examples may include voluntary work that demonstrates your skills.
5. Describe your experience in applying for grants, including overall success rate. Please include details in your experience in applying for funding for both public and private sectors.
6. Describe your experience in identifying diverse artists. Provide examples of techniques and strategies used.
7. Describe your experience in providing a website for public input and engagement. Include details as to how you will build a website per County requirements and provide examples of previous websites you helped design and build.
8. Share your success leveraging technology to get a project completed. The examples must demonstrate the gap that use of technology filled and it cannot be specific to a programming skill but rather a conceptualizing/management skill where technology was used successfully.
9. Describe your plans in how you will establish an Advisory Committee that meets the County’s requirements.

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10. Provide examples of reports to be provided to the County detailing statistics in community engagement, progress with regards to timelines, and research collected in relation to potential honorees.
11. Provide details as to how you will establish a formal selection criteria for potential honorees.
12. Describe your complete outreach plan for communities and/or critics to express their concerns, issues, or questions pertaining to the project.
13. Describe your experience with developing and leading fundraising campaigns related to art. Provide examples of past campaigns and the fundraising strategies and techniques utilized.
14. Describe your experience with implementation of artwork, including the management of selected projects, installation, opening ceremonies, and any other activities related to the launching of projects.
15. Provide a sample of an invoice to be provided to the County.
16. Provide a complete list of all fees and charges that the County will or may incur during the entire term of the contract. Include details as to how price increases and decreases are determined for each fee or charge. In addition, describe how and why each fee and charge will or may apply.

#### Value Added Services (Optional)

Proposers are encouraged but not required to propose any optional value-added services.

Information provided in this section must be directly relevant to the project scope and not be more than three (3) pages in length.

**APPENDIX B**  
**PRICE PROPOSAL SCHEDULE**

**All pricing proposals must be submitted using this form as provided here in Appendix B.**

The County does not guarantee, whether implied or in writing, to purchase any estimated quantities based on past usage, annual dollar volume, or quantity. No minimum orders are guaranteed.

The proposed costs shall include all fees, including one-time and recurring, and value-added options. Indicate items that are taxable.

Proposers may include their own pricing structure/format for further clarity.

**Section I. – Costs**

Please itemize all applicable fees and costs that will or may apply during the entire term of the agreement:

<b><u>Description</u></b>	<b><u>Cost</u></b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

**Section II. – Value Added Products/Services (Optional)**

Please itemize other value-added items below:

<b><u>Description</u></b>	<b><u>Cost</u></b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

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**SUPPLEMENT 1**  
**NON-COLLUSION DECLARATION**

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Print Name) (Position/Title)

of \_\_\_\_\_  
(Name of Company)

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

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## SUPPLEMENT 2

### DECLARATION OF LOCAL BUSINESS

Santa Clara County gives local businesses a preference in formal solicitations of goods and services as set forth in the Board Policy, Section 5.6.5.2. A bidder or Proposer has the option of qualifying for the preference by self-declaring its qualification as a "Local Business", which is a lawful business with a physical address and meaningful "production capability" located within the boundary of the County of Santa Clara. The term "production capability" means sales, marketing, manufacturing, servicing, provision of services, or research and development capability that substantially and directly enhances the firm's or bidder's ability to perform the proposed contract. Post Office box numbers, residential addresses, a local sales office without any support and/or a local subcontractor hired by the contractor may not be used as the sole basis for establishing status as a "Local Business."

All information submitted is subject to investigation, as well as to disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid or proposal not being considered for application of Santa Clara County's local preference policy. False or dishonest responses will result in rejection of the bid or proposal and curtail the firm or individual's ability to conduct business with the County in the future. It may also result in legal action.

Business Name: _____
Street: _____
City/State: _____ Zip: _____

I am declaring qualification as a local business as defined in County of Santa Clara Board Policy, Section 5.6.5.2. and applying for the local preference.

The address provided is that of the business with meaningful "production capability" which is located within the boundary of the County of Santa Clara. Additional physical addresses in Santa Clara County are provided as an attachment.

My Business Organization is: (Check One)

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Individual Proprietorship | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Other       |

The undersigned declares that he or she is an official/agent of responding firm or individual and is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

\_\_\_\_\_  
Name - Signature

\_\_\_\_\_  
Name - Print

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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**SUPPLEMENT 3**  
**DECLARATION OF COMPLIANCE WITH WAGE THEFT PREVENTION POLICY**

The County of Santa Clara does not tolerate wage theft. Accordingly, Santa Clara County Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:

**Wage Theft Prevention**

It is the policy of the County that all parties contracting with the County must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the County or any city within the County of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the County may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with the County, may be in material breach of its contract with the County if the violation is not fully disclosed and/or satisfied per County guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

Please complete the certification below.

- ☐ Proposer has no violations to disclose pursuant to Board Policy Manual § 5.5.5.4.
- ☐ Proposer has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the last five (5) years.
- ☐ Proposer has included in the proposal response the following for each violation: (1) a copy of the court order and judgment and/or final administrative decision; and (2) documents demonstrating either that the order/judgment has been satisfied, or, if the order/judgment has not been fully satisfied, a written and signed description of Proposer's efforts to date to satisfy the order/judgment.

The undersigned declares that he or she is an official/agent of responding firm or individual and is empowered to represent, bind, and execute contracts on behalf of the firm or individual.

The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Exhibit and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with Santa Clara County as well as additional legal consequences.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

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**SUPPLEMENT 4  
REFERENCE FORM**

The Offeror's proposal shall include three (3) different external references from clients who have completed their projects in the last three years, who are willing to validate the Offeror's past performance on similar projects of size and scope. Provide a brief description of the goods and services of similar size and scope that were provided.

1. **CLIENT OR ENTITY NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**KEY CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**ADDITIONAL CONTACT:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_  
**DESCRIPTION OF GOODS/SERVICES:** \_\_\_\_\_  
**CONTRACT PERIOD FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_
2. **CLIENT OR ENTITY NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**KEY CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**ADDITIONAL CONTACT:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_  
**DESCRIPTION OF GOODS/SERVICES:** \_\_\_\_\_  
**CONTRACT PERIOD FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_
3. **CLIENT OR ENTITY NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**KEY CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**ADDITIONAL CONTACT:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_  
**DESCRIPTION OF GOODS/SERVICES:** \_\_\_\_\_  
**CONTRACT PERIOD FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

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**EXHIBIT A**  
**COUNTY OF SANTA CLARA TERMS AND CONDITIONS**

**DEFINITIONS**

- a. "County Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

**1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

**2. DELIVERABLES**

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

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Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

### **3. NECESSARY ACTS AND FURTHER ASSURANCES**

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

### **4. COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

### **5. PRICING**

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

### **6. MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County's authorized representative.

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**7. TIME OF THE ESSENCE**

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

**8. HAZARDOUS SUBSTANCES**

If any product being offered, delivered or supplied to the County is listed in the Hazardous

Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

**9. SHIPPING AND RISK OF LOSS**

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

**10. INSPECTION AND RELATED RIGHTS**

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract,

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the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

#### **11. ADJUSTMENT BY COUNTY**

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County's authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

#### **12. INVOICING**

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

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**13. PAYMENT**

The County's standard payment term shall be Net forty-five (45), unless otherwise agreed to by the parties. Payment shall be due Net forty-five (45) days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment

Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% ten (10) Net forty-five (45), payment shall be due ten (10) days from the date the County receives and approves the correct and proper invoice, but no later than forty-five (45) days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in ten (10) days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

**14. OTHER PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

**15. LATE PAYMENT CHARGES OR FEES**

The Contractor acknowledges and agrees that the County will not pay late payment charges.

**16. DISALLOWANCE**

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

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**17. TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement or any order at any time for the convenience of the County, specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

**18. TERMINATION FOR CAUSE**

County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.

In the event County terminates for cause under this provision, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) days (or other specified time period by the County) to cure. If, within ten (10) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

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**19. TERMINATION FOR BANKRUPTCY**

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

**20. BUDGETARY CONTINGENCY**

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

**21. DISENTANGLEMENT**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

**22. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the County's authorized representative or designee, who shall furnish the decision to the Contractor in writing. The decision of the County's authorized representative or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the County's authorized representative or designee's decision. The County's authorized representative or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise,

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**23. ACCOUNTABILITY**

Contractor will be the primary point of contact for the performance of any subcontractors and assume the responsibility of all matters relating to the purchase of goods and/or services under this Agreement, including payment issues. If such or similar issues arise, the Contractor must take immediate action to correct or resolve the issues.

**24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**25. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- (2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.
- (3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

**26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED**

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's

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failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

## **27. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").

Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

## **28. INDEPENDENT CONTRACTOR**

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

## **29. INSURANCE**

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

## **30. DAMAGE AND REPAIR BY CONTRACTOR**

Any and all damages to County owned or leased property caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless

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the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

### **31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE**

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

### **32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

### **33. INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

### **34. INTELLECTUAL PROPERTY INDEMNITY**

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied.

Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court or other adjudicatory body awards as a result of any such claim.

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**35. WARRANTY**

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

**36. COOPERATION WITH REVIEW**

Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

**37. AUDIT RIGHTS**

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

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**38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS**

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

**39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT**

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

**40. COUNTY NO-SMOKING POLICY**

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

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#### **41. FOOD AND BEVERAGE STANDARDS**

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

#### **42. DEBARMENT**

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

#### **43. CALIFORNIA PUBLIC RECORDS ACT**

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure.

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If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

#### **44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT**

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor's employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," as part of Contractor's service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

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**45. SEVERABILITY**

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**46. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

**47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES**

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee.

**48. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**49. HANDWRITTEN OR TYPED WORDS**

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

**50. AMBIGUITIES**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**51. ENTIRE AGREEMENT; MERGER**

This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**52. EXECUTION AND COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this

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Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

### **53. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

### **54. ACCOUNT MANAGER**

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

### **55. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

### **56. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

### **57. THIRD PARTY BENEFICIARIES**

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

### **58. AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the

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Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

## **59. LIVING WAGE**

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

## **60. CONTRACTING PRINCIPLES**

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

## **61. CONTRACTOR TRAVEL EXPENSES**

Any Contractor's travel fees and out of pocket expenses for which County is agreeing to pay for shall be stated as a not to exceed amount in Exhibit \_\_\_\_\_. Contractor shall comply with the County's Travel Request for Proposal ERF-P-PRC-FY19-0281

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Policy attached as Exhibit \_\_\_\_ to this Agreement. Contractor shall be solely responsible for any travel fees or out of pocket expenses that do not comply with the County's Travel Policy.

## **62. SECURITY CISO COMPLIANCE**

If applicable, Contractor shall follow the security standards, recommendations, conditions, and restrictions as provided by the County Information Security Office (CISO) for the entire term of the Agreement, and subject to the County's annual assessment and/or Independent penetration testing.

## **63. COUNTY DATA**

- (1) Contractor shall not acquire any ownership interest in County Data. Contractor shall not, without County's written permission, use or disclose County Data other than in the performance of its obligations under this Agreement.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County Data upon termination of this Agreement.
- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- (4) Contractor shall not, without County's written permission, use or disclose County Confidential Information other than in the performance of its obligations under this Agreement. As between Contractor and County, all County Confidential Information shall remain the property of the County. Contractor shall not acquire ownership interest in the County Confidential Information.
- (5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

## **64. ACCESS TO COMPETITIVELY BID AGREEMENTS**

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their

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own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

If applicable, Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

## **65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION**

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 *et seq.*); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or

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the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.

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(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS (B-3)**  
**(e.g. Medical, Legal, Financial services, etc.) Rev. 09/2016**

**Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

**Insurance**

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

**A. Evidence of Coverage**

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**B. Qualifying Insurers**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

**C. Notice of Cancellation**

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

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**D. Insurance Required**

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Personal Injury liability
  - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

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5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

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4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

HISTORICAL RECOGNITION FOR WOMEN  
IN SANTA CLARA COUNTY

County of Santa Clara  
Board of Supervisors  
Supervisorial District Two  
Supervisor Cindy Chavez



90480 A

**DATE:** May 1, 2018

**TO:** Board of Supervisors

**FROM:** Cindy Chavez, Supervisor

**SUBJECT:** Historical Recognition for Women in Santa Clara County

**RECOMMENDED ACTION**

Direct Administration to develop a plan to commemorate and honor women in Santa Clara County by funding historical recognition throughout the county to highlight women's significant contributions and achievements. (Chavez)

**FISCAL IMPLICATIONS**

The cost would be a onetime allocation of \$5 million from Santa Clara County, and up to \$5 million in matching funds would come from a public and/or private partners.

**REASONS FOR THE RECOMMENDATION**

The historical contributions of women have long been underrecognized in Santa Clara County. It is time for the County to lead our region in "retrofitting history" so it reflects and celebrates the legacy of women's achievements. The proposed allocation would fund historical recognition of women's achievements, impact and contributions. This recognition could take the form of statues, buildings, parks, meeting/gathering places, art or preservation of artifacts.

Half of the funding will be dedicated to a large regional monument or other significant historical recognition. The remainder of the funding will be used for historical recognition throughout the County, so that each Supervisorial District will contain at least one recognition project.

There is now a national movement with a Women's History Congressional Commission and local initiatives to give notable women their rightful place in history.

Recently, Yale University removed the name of white supremacist John C. Calhoun from a residential college and replaced it with that of Rear Admiral Grace Murray Hopper, the Vassar math professor who helped develop the Navy's early computers.

In Salt Lake City, an elementary school named for President Andrew Jackson has been renamed for Mary Jackson, NASA's first African-American female engineer.

In New York, where historically there have been 23 statues honoring men in Central Park but no statues representing women (unless the fictional Alice in Wonderland is included), there are plans for monuments to Elizabeth Cady Stanton, Susan B. Anthony and other suffragettes.

Lady Liberty in New York (the Statue of Liberty) is one of the United States' most famous symbols but she stands virtually alone in a sea of male-centered monuments dotting the American landscape that includes Santa Clara County. Of the 5,575 outdoor sculptures of historical figures in the United States, 559 portray women, a mere 10% of all statues, according to the Smithsonian American Art Museum's online inventories catalog.

The National Park Service lists 152 monuments in the United States, which range from buildings to volcanoes and canyons. Only three (less than 2%) are dedicated to historic female figures: Harriet Tubman Underground Railroad National Historic Park in Maryland, the Belmont-Paul Women's Equality National Monument in the District of Columbia, and the Rose Atoll in the US territory of American Samoa.

When my office was recently planning a location for a commemoration of International Women's Day and the 100th anniversary of women's right to vote, we could find no monuments in San Jose or the surrounding cities honoring women; this is a stark gap in the historic and artistic recognition of women's contributions to this community and region. For example, in 1878, San Jose's Clara Foltz became the first woman admitted to the California Bar. She advocated for women's legal and voting rights and pioneered the concept of the public defender. The county's criminal courthouse has been named for her, but it is Los Angeles County's courthouse – the Clara Shortridge Foltz Criminal Justice Center.

The lack of recognition of women's achievements is especially glaring in this region that was dubbed the "feminist capital of the nation" in the 1970s and 1980s, when Janet Gray Hayes became the nation's first woman mayor of a city larger than 500,000 and women won majorities on both the San Jose City Council and Santa Clara County Board of Supervisors. During this period, the County Executive Sally Reed, San Jose State University President Gail Fullerton and Sandra Kurtzig, one of the original female founders of ASK Computer Systems Incorporated, were doing monumental work.

The cost would be a one time allocation of \$5 million. Per Board policy, each year the County applies the ending fund balance toward one-time expenditure needs. No ongoing expenditures that benefit women or any other County client compete for this funding. In FY 16-17, the Fund Balance from Department Operations was \$252,312,522. Grant revenue, if available, could be used instead of the ending fund balance. An additional \$5 million in matching funds would come from public and/or private partners, such as cities, special districts and educational institutions.

Administration will propose the rest of committee membership to assure diversity of membership, including diversity of geography, age, ethnicity, backgrounds, occupations and income levels. Committee members can be of any gender. Administration will make

recommendations as to the structure of the program, the committee's workplan and outreach to community members who wish to serve on the committee or to participate in this body of work.

The committee will recommend projects to recognize women who have made significant contributions in technology, science, education, labor, commerce, law enforcement, justice, the military, health, politics, the arts and other fields. Given the diversity of our community, the impacts of women of color will be included.

With the remarkable momentum of the #MeToo and #TimesUp movements, the time to honor and inspire women is now.



## Question and Answers for Bid #ERFP-PRC-FY19-0281 - Consulting Services for the Historical Recognition of Women's Contributions

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 12, 2019 3:00:00 PM PDT