

LOCATION:  
1115 Truxtun Avenue  
Bakersfield, CA 93301

# QUOTATION REQUEST

PURCHASING AGENT - COUNTY OF KERN

Telephone: (661) 868-3000

Page 1 of 5

If further information is needed before quoting call:

Leticia Rojo (661) 868-3037

THIS INFORMATION MUST APPEAR ON ENVELOPE

Quotation No. 000PA-14-000993

Due no later than 11AM 4/8/2014

IF RECEIVED SUBSEQUENT TO THE ABOVE DUE DATE AND TIME,  
QUOTATIONS MAY BE REJECTED, AND/OR RETURNED.

Date: 03/14/2014

| Item | Description | Quantity | Unit | Unit Cost | Extension |
|------|-------------|----------|------|-----------|-----------|
|------|-------------|----------|------|-----------|-----------|

Sealed bids shall be delivered to:  
County of Kern - Purchasing  
1115 Truxtun Ave., 3rd flr  
Bakersfield, CA 93301

Due Date: Tuesday, April 8, 2014 before 11:00 a.m.

Bid response format: Interested bidders shall submit four  
(4) original bid responses with tabs identifying Phase 1 and  
each evaluation criteria of Phase II, cost portion shall  
include pricing sheet attached as Exhibit B.

|     |                                                                                                                                                                                                                                                 |   |    |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|--|--|
| 1.0 | Invitation to Quote is extended to provide On-line Advertising Services for Tax-defaulted properties and related services to be purchased by the County of Kern Treasurer Tax Collector for the period from July 1, 2014 through June 30, 2017. | 1 | LS |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|--|--|

Please furnish prices and complete responses in the spaces provided on the attached Exhibit A and Exhibit B. Attach additional sheets for additional information as needed.

#### Award - Best Value Bid Process:

The bid process utilizes a 'Best Value' process which requires vendors to meet minimum specifications as outlined in these bid documents during Phase I in order to establish eligibility to be elevated to Phase II.

Phase II consists of the evaluation of stated 'Best Value' criteria where each bidder's stated response for each best value criteria will be evaluated and ranked. These rankings will be final and the top ranked vendor will be awarded.

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**Local Vendor Preference:**

All local vendors meeting the best value criteria evaluation during Phase II shall have their final evaluation score increased by one rank for purposes of determining the final ranking order. The top ranked vendor shall be awarded.

Please complete the attached local vendor preference worksheet if applicable and submit with your bid response.

**Term/Termination/Extension:**

- a. The price agreement term shall be for three (3) years with one (1) 2-year extension.
- b. The Price agreement will be subject to termination by the County upon thirty (30) days advance written notice of intention to terminate.
- c. Any resulting agreement may be extended for additional time periods as agreed by the successful bidder and the County and confirmed by written addendum signed by both parties.

**Pricing:**

Pricing shall remain firm for a minimum of one (1) year during the initial three (3) year term of the agreement. Escalations must be provided by bidders in their response if pricing is not firm for three years (36 months). These escalation(s) are included as part of the overall cost which will become part of the evaluation criteria. Any price increases or decreases for subsequent extensions of this price agreement may be negotiated between the vendor and the County only after completion of the initial three (3) year term.

**Amendments**

Any resulting agreement constitutes the entire understanding between the successful bidder and the County. It may be amended only by written addendum signed by both parties.

**Governing Laws**

Any resulting agreement will be construed, interpreted and enforced under the laws of the State of California.

**Agreement**

Successful vendor will be required to sign an agreement in a similar format as the sample agreement attached as Exhibit C - Please review prior to submitting your bid. Sample agreement attached is for bidder information only and does not need to be included with your bid response unless you object to the terms and conditions contained therein. All objections must be addressed and outlined on a separate attachment.

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Bakersfield, CA 93301

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|------|-------------|----------|------|-----------|-----------|
|------|-------------|----------|------|-----------|-----------|

**Questions:**

All questions regarding this bid, terms and conditions, Best Value process and the scope of work must be in writing to the Purchasing agent at [rojof@co.kern.ca.us](mailto:rojof@co.kern.ca.us)

**TOTAL:** \_\_\_\_\_

**FAILURE TO SUPPLY THE FOLLOWING INFORMATION MAY RESULT IN REJECTION: (Please complete in full)**

**Invoice Terms:**

Cash Discount of \_\_\_\_\_% will be allowed if payment is made in \_\_\_\_\_ days after complete delivery or receipt of invoice whichever is later.

Delivery days after receipt of purchase order \_\_\_\_\_. Prices firm for \_\_\_\_\_ days.

I (We) agree to supply or perform the above subject to the printed terms and conditions noted in the 'Notice to Vendors' attached to this quotation request.

By: \_\_\_\_\_  
(print or type)

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

TAX ID # \_\_\_\_\_

# QUOTATION REQUEST

PURCHASING AGENT - COUNTY OF KERN

Telephone: (661) 868-3000

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## NOTICE TO VENDORS

Vendors must comply with all instructions and the following conditions shall apply to any order awarded pursuant to this proposal:

1. The return of a signed copy of this form shall constitute a promise to supply and/or perform the enumerated goods and/or services pursuant to the terms and conditions and at the prices stated herein.
2. The Purchasing Agent reserves the right to reject any or all quotations.
3. Kern County is exempt from payment of federal excise tax. No federal tax should be included in the price; exemption certificates will be furnished when applicable. The County does pay applicable California state sales or use taxes.
4. Unless otherwise clearly specified, the unit prices provided by the bidder shall not include California state sales or use tax. 'Lump sum (LS)' bids for labor and materials shall include all applicable tax.
5. In case of default by vendor, the County may procure the articles or services from other sources and may deduct any additional costs from any current unpaid balance due the vendor or from any payments due vendor in the future, or may collect against any bond or surety for excess costs so paid. If the unpaid balance due vendor is insufficient to cover any additional costs, vendor agrees to immediately reimburse Kern County said additional costs upon request. The prices paid by the County shall be considered reasonable and the prevailing market price at the time such purchase is made.
6. Vendor shall be considered in default if it does not deliver the articles or services in accordance with the bid specifications and/or the delivery schedule and location indicated in the Purchase Order. The County, in its sole discretion, may allow Vendor ten (10) days in which to cure any default. Vendor will only be paid for the articles or services that are delivered on time, in accordance with the Purchase order and accepted by the County.
7. All shipping costs on deliveries which do not meet the County's specifications, shall be paid for by the vendor.
8. Vendor shall defend and hold the County of Kern, its officers, agents, servants and employees harmless from liability of any nature or kind as a result of Kern County's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used under any order.
9. Vendor will not be held liable for failure or delay in the fulfillment of an order if hindered or prevented by fire, strikes, or acts of God.
10. Cash discounts offered for payment within less than 20 days from date of delivery will not be considered when making an award. The County Auditor's office pays claims and Purchase Orders each week. Therefore, it is the policy of the County to take any and all discounts without regard to the date of invoice.
11. Any public works contract for material and labor exceeding \$1,000 shall be subject to the prevailing wage resolution currently in effect by order of the Board of Supervisors. Copies of the prevailing wage scales are available for inspection in the office of the Purchasing Agent.
12. Vendor shall be required to provide proof of Workers' Compensation Insurance in accordance with the provisions of section 3700 of the California Labor Code, and such other insurance as may be required by the Purchasing Agent. The Workers' Compensation Insurance policy shall include employer's liability insurance with limits of at least \$1,000,000. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII. Any exception to these requirements must be approved by the County Purchasing Agent. The County Purchasing Agent may require a higher rating depending on the nature of the goods and/or services being provided.
13. Vendor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of vendor or vendor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons, damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed by or on behalf of vendor by any person or entity.
14. The Purchasing Agent prefers to make an "all or none" award. However, the right is hereby reserved to make partial awards if the Purchasing Agent considers this procedure to be in the best interest of the County.

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15. Information regarding the results of quotations will be released upon request in accordance with the California Public Records Act (Govt. Code §6250 et seq.) and may be obtained at the Kern County Purchasing Department, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA (mailing address: 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301), for a period of 90 days from the due date of the quotation. Detailed quotation tabulations are not, as a matter of practice, given out over the telephone.
16. Pursuant to Kern County Ordinance Code section 2.38.131, the Local Vendor Preference will be implemented.
17. Pursuant to Kern County Ordinance Code section 2.38.151, the County may award to other than the low bidder, if approved by the Board of Supervisors.
18. All addendums to this Quotation Request shall come directly from the Purchasing Agent. Any changes, either written or oral, from other than the Purchasing Agent, shall be null and void. All questions or inquiries shall be made directly to the responsible Buyer.
19. All bids which, in the County's opinion, substantially conform to the functional requirements specified in the bid documents will be considered. The County shall award the bid to the vendor that, in the County's sole discretion, submits a bid that substantially conforms to the stated requirements, thereby meeting the needs of the department, and provides the best value to the County.
20. ALL QUOTES ARE SUBJECT TO THE TERMS AND CONDITIONS STATED IN THE BID DOCUMENTS.
21. If your company desires to use any agreement or other terms and conditions relative to the goods and/or services specified in this quotation request, they must be provided to the Purchasing Division with your bid. If such an agreement or terms and conditions is not submitted with the bid, it is agreed by both parties hereto that only the terms and conditions contained in this quotation request and any resulting purchase order shall apply to the purchase of such goods and/or services by County. Any agreement or terms and conditions received by the County or any of its employees after submission of the bid or referenced in any invoice from vendor shall be void and of no force or effect. The submission of any agreement or terms and conditions will be one of the factors that will be considered by the Purchasing Division during the selection process, and could result in a vendor not being selected by Purchasing.
22. All price quotes shall remain valid for a minimum of thirty (30) days following the deadline for the County's receipt of bids, even if the vendor identifies a shorter time period in their bid.
23. It is the intention of the specifications contained in the bid to procure specified equipment or acceptable 'equals' or 'equivalent' items. The use of brand names, stock numbers, catalog numbers, etc., is only for guidance in determining the functional specifications and qualities required by the County and does not restrict the bidder to the exact product identified unless the specifications specifically require that the item specified must be provided. If bidding an equivalent item, specifications and illustrations shall be submitted with the bid. The Purchasing Agent, in his sole discretion, shall determine whether any equivalent items included in a Vendor's bid satisfactorily comply with the bid specifications. Vendors are encouraged to contact the Purchasing Agent if they have any questions about the specifications or any products identified therein.

**Exhibit A**  
**Scope of Work:**

The County wishes to secure pricing for On-line advertising services for tax-defaulted properties. The services will be on an "as required" basis for the County Treasurer Tax Collector.

The successful vendor shall be available to provide these services for the County department located in Kern County. All charges and fees shall be listed and explained using this form.

The pricing you state must be firm for a minimum of one (1) year with escalations provided for year two and three of the initial three year term, if applicable.

Scope of work is in accordance with Phase I – minimum requirements stated herein. Please review each requirement and indicate if you will comply with the stated requirement or if you will take an exception.

If you check 'Comply' that means, 'as specified'. If 'Exception' is checked that means that the description of your services for our requirement is different. Provide exception details by number on a separate sheet of paper explaining the exception to the requirement.

The County will review the details and viability of any exception and at its sole discretion shall determine if the exception satisfactorily meets and complies with the minimum functional specifications and qualities required by the County.

## **PHASE I – Minimum requirements**

### **1. On-line Advertising Services for Tax-defaulted Properties:**

Consultant shall provide website services for the Treasurer-Tax Collector to advertise for auction of tax-defaulted properties. Advertising website services will include organizing, posting, hosting, and servicing advertised tax-defaulted properties (including pictures of the properties when needed) and due diligence information. These advertised properties will be auctioned on the website at the direction of the County of Kern Treasurer-Tax Collector. For the duration of this auction, advertising on the website will be available to the public twenty-four hours per day, seven days per week ("24/7"). Notwithstanding anything to the contrary in this Agreement, nothing stated herein shall obligate the County to offer properties for auction through Consultant nor shall the County be precluded from utilizing the same or similar services of other vendors for the same purpose.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

### **2. Auction Advertising**

Auction advertising for thirty (30) days is anticipated before each auction for a per parcel fee in accordance with Exhibit B. The advertising fee will have no bearing on the sale of the parcel--whether or not a parcel sells. The auction advertising website will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the Kern County Treasurer-Tax Collector including advertising of sale results.

Consultant shall, at the direction of the Treasurer-Tax Collector, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of tax-defaulted properties.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

### **3. Password feature**

Consultant shall assign passwords to registered and pre-qualified bidders. The Treasurer-Tax Collector will determine which bidders are qualified and will provide that information to the Consultant.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

### **4. E-mail Notification feature**

Consultant shall send e-mails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid (5) auction closed in 48 hours. Consultant shall structure auction advertising so that bidders can bid automatically.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**5. Pre-Qualification of Bidders:**

Consultant must structure the auction advertising website to be conducted so as to inform potential buyers of certain relevant information concerning California property tax sales and to require potential buyers to acknowledge the receipt of this information as a precondition to bidding on properties. In addition to the acknowledgments mentioned above, the auction advertising website shall also require that potential bidders submit a qualifying deposit demonstrating the bidder's ability to comply with the terms of sale as a precondition to bidding on any tax sale property in exchange for a password from the Consultant enabling those bidders to make a bid. At the sole discretion of the Treasurer-Tax Collector, a qualifying deposit may be waived and other bidder qualifications may be imposed.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**6. Rejecting Bids:**

Consultant must structure the auction advertising website in a manner that permits the Treasurer-Tax Collector to reject a bid for tax-defaulted properties for any reason whatsoever.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**7. Withdrawing Properties from Auction:**

Consultant must structure the auction advertising website in a manner that permits the Treasurer-Tax Collector to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever. Advertising fee(s) shall still be due and payable for any such properties removed from auction advertising.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**8. Off-line Bidding Option:**

Consultant must structure the auction advertising website in a manner that enables people without Internet access to bid on tax-defaulted properties via fax and/or letter.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**9. Confirmation of Successful Bid:**

Consultant will notify the successful bidder, at the direction of the Treasurer-Tax Collector, immediately after the auction. Consultant will advertise the results of each tax-defaulted property auction.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**10. Payments:**

Consultant must structure the auction advertising website so that bidders tender payment into the Kern County Treasurer and Tax Collector's Account within forty-eight (48) hours of notification that he or she is the successful bidder. This tender will go towards the property; will offset cost of bid; or will be returned. Various means of payment will be established such as cash, cashier's check, wire transfer, or any other means as directed by the Treasurer-Tax Collector. Consultant shall have the ability to collect all successful bidder payments on behalf of the Treasurer-Tax Collector should the Treasurer-Tax Collector choose to direct the Consultant to do so.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**11. Bidder's Instruction section:**

Consultant must include a bidder's instruction section on the auction advertising website that sets forth the following information: (1) This is a "buyer beware" sale (2) All sales are where is, as is, and final (3) You must be 18 years of age to bid (4) The minimum price should be listed on the website; (5) Auction start date and time (6) Auction ending date and time (7) The Treasurer-Tax Collector's method of pre-qualifying buyers (8) The Treasurer-Tax Collector's right to reject bids for any reason whatsoever (9) The Treasurer-Tax Collector's right to withdraw properties from auction for any reason whatsoever and, (10) Off-line bidding procedures.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**12. Security:**

Consultant must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising website must be hosted in a secure environment using technologies such as SSL encryption, hard drive encryption, password encryption with obfuscation and/or other security technologies approved by the Treasurer-Tax Collector. Site must provide a complete audit trail of all transactions. If Consultant chooses to deviate from these requirements, Consultant must justify the security features of its chosen system to the Treasurer-Tax Collector.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**13. Marketing:**

Treasurer-Tax Collector may require the Consultant to utilize strategic public relations to obtain media placements in targeted publications, major daily newspapers and local, regional, national and international television coverage. Marketing services will also include medial and public relations, e-mail notices, direct mail, classified advertising, telemarketing and due diligence information.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

**14. Invoicing:**

The successful bidder shall submit all invoices for payment to the Kern County Treasurer and Tax Collector and shall contain an itemization of parcels and associated fees.

Comply? \_\_\_\_\_ Exception? \_\_\_\_\_

## **PHASE II – BEST VALUE CRITERIA**

Vendors who meet the minimum specifications/requirements in Phase I shall be elevated to Phase II.

Phase II consists of the evaluation of the following 'Best Value' criteria where each bidders response will be evaluated and ranked.

Local vendor preference, if applicable, will then be applied.

These rankings will be final and the top ranked vendor will be awarded.

Please provide detailed additional information about your services for each of the best value criteria stated below with your return bid:

Best Value Criteria:

1. Cost: Per parcel fee for On-line advertising services for tax-defaulted properties as listed in Exhibit B.
2. Experience: Provide details on your companies experience of On-line advertising services for tax-defaulted properties – include information regarding the depth and length of experience.
3. Minimum specifications/Requirements from Phase I – detailed information with regard to any exceptions taken to the specifications/requirements in phase I must be explained. The county at its sole discretion shall determine if the exception complies with the requirement as stated in the bid.
4. Work Approach – Detailed information about your company and your process used to provide on-line advertising services for tax-defaulted properties. Include specific details, web link or any other pertinent information.
5. Presentation / Interview: All vendors elevated to phase II will be invited to a 1 hour presentation. Vendors shall be prepared to provide a live demonstration of their website.
6. Client References – Provide documented experience from three (3) verifiable written references, other than the County of Kern, to include the following:
  - i. Company name and address
  - ii. Contact person – name, phone and email
  - iii. Number of years providing these services
  - iv. Number of auctions completed per year and number of parcels sold

The County will contact each reference. Vendors will be given a pass/fail rating on references received. References with negative information or non-responsive will be given a 'fail' rating.

## Exhibit B

### PRICING

| Parcels Offered | Advertising Fee Per Parcel |
|-----------------|----------------------------|
|                 |                            |
| 0 to 400        | \$ _____/PARCEL            |
| 401 to 800      | \$ _____/PARCEL            |
| Above 800       | \$ _____/PARCEL            |

**Please indicate:**

- Prices firm for \_\_\_\_\_ months (minimum 12 months firm pricing is requested).

**Escalation:**

Escalations must be provided below if pricing is not firm for three years (36 months):

- Year 2 - Prices subject to maximum \_\_\_\_\_% escalation.
- Year 3 - Prices subject to maximum \_\_\_\_\_% escalation.

Note: Escalation percentage is added to bid total which will be part of the evaluation criteria.

**ESCALATIONS:**

Escalations submitted on bid will not be automatically applied. Vendor shall provide written notification of increases. Written notification of increases shall be sent to County thirty (30) days prior to the requested effective increase date. All increases approved by General Services – Purchasing will be communicated to the vendor in the form of an addendum to the agreement which must be signed by both parties. In no case will the vendor implement any price increases without approval from the General Services – Purchasing Department.



County Administrative Office  
**GENERAL SERVICES DIVISION**

ADMINISTRATION • COMMUNICATIONS • CONSTRUCTION • CUSTODIAL • FACILITIES • FLEET • KGOV  
MAIL • PROPERTY MANAGEMENT • PURCHASING • SECURITY

**Local Vendor  
Preference Worksheet**

*If you wish to claim local vendor preference, you must fill out the requested information below and return with bid documents.*

Per County Ordinance 2.38.31, the Local Vendor Preference will be implemented. This ordinance allows local vendors a 5% preference in a competitive bid process. If the low bidder is not a local vendor, any local vendor who submitted a bid that is within five percent (5%) of the low bid shall have the option of submitting a new bid within 48 hours (not including weekends and holidays) of the time indicated in the bid documents of the bid opening. Such new bids must be in an amount less than or equal to the low bid announced by the Purchasing Agent. If the Purchasing Agent receives any new bids from local vendors who have the option of submitting new bids within said forty-eight (48) hour period, the Purchasing Agent shall award the contract to the local vendor submitting the lowest bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the Purchasing Agent. If more than one new bid is received from local vendors, and there is a tie for the low bid, the contract shall be awarded to the local vendor whose original bid was the lowest.

Vendor shall supply the following qualifying information:

1. Local Office & Kern County Business License:

- a. Kern County or City within Kern County Business License Number (state license number below):

\_\_\_\_\_

- b. Local Office Address within Kern County for Six Months Prior to Bid Request (state office address below):

\_\_\_\_\_

2. Employ at least one (1) Full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County (state qualifying information below).

\_\_\_\_\_

3. Vendor shall credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County:

Please sign a copy of this sheet acknowledging that you meet all the criteria for local vendor preference and submit with your return bid.

BY: \_\_\_\_\_

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

EXHIBIT C  
Sample Agreement

**Price Agreement No. \_\_\_\_\_**  
**KERN COUNTY**  
**CONTRACTUAL SERVICES AGREEMENT**  
**MASTER TERMS AND CONDITIONS**

**THIS AGREEMENT** is made and entered into effective with the date entered on the Schedule which is attached hereto and incorporated herein by this reference, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Purchasing Agent ("County"), with its principal location at 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, and \_\_\_\_\_ ("Vendor") identified on the Schedule hereto;

**WHEREAS**

- (a) Government Code section 25502.5 provides that the Board of Supervisors may authorize the County Purchasing Agent to engage independent contractors to perform services for the County when the aggregate cost does not exceed \$100,000; and
- (b) The County requires those services which are specified in Exhibit A; and
- (c) The County desires to engage Vendor to provide said services and Vendor, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein; and
- (d) Pursuant to County Ordinance Code section 2.38.100 E., the Board of Supervisors has authorized the Purchasing Agent to engage independent contractors to perform contractual services for the County where the aggregate cost does not exceed \$100,000;

**IT IS AGREED** between the parties hereto as follows:

- 1. **Services to be Rendered.** Vendor shall provide the services described in Exhibit AA@ which is attached to the Schedule and incorporated therein.
- 2. **Compensation to Vendor.** County shall compensate Vendor in accordance with the compensation selection(s) annotated on the Schedule. No additional compensation will be paid for secretarial, clerical support staff, overhead or any other costs incurred by Vendor pursuant to providing services to County.
- 3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in triplicate in a form approved by the County based upon the payment schedule selected in Exhibit A and shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and also stated as a cumulative total. Invoices shall be sent for review and processing to the County department(s) identified on the purchase order associated with this Agreement. Vendor shall also provide an informational copy to the Purchasing Agent. Payment will be made to Vendor within thirty (30) days of receipt and approval of the invoice by the County.
- 4. **Term.** This Agreement shall be deemed in force as of the effective date specified on the Schedule and shall terminate on the date therein specified unless sooner terminated as provided for herein.

5. **Assignment.** Vendor shall not assign, sublet or transfer this Agreement, or any part hereof. Vendor shall not assign any monies due or which become due to Vendor under this Agreement without the prior express and written approval of the Purchasing Agent.

6. **Audit, Inspection and Retention of Records.** Vendor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Vendor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Vendor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

7. **Authority to Bind County.** It is understood that Vendor, in Vendor=s performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

8. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

9. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

10. **Compliance with Law.** Vendor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

11. **Confidentiality.** Vendor shall not, without the written consent of the Purchasing Agent, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

12. **Conflict of Interest.** Vendor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Vendor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Vendor shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

13. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each

shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

15. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless County and County=s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys= fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Vendor or Vendor=s officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers= compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Vendor by any person or entity.

16. **Insurance.** Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor=s actions in connection with the performance of Vendor=s obligations, as required in this Agreement, shall secure and maintain insurance as described below. Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the County. Vendor shall pay any deductibles and self-insured retentions under all required insurance policies.

a. **Workers= Compensation and Employers Liability Insurance Requirement** B In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers= compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any sub-contractors to provide workers= compensation for all of the subcontractors= employees, unless the sub-contractors= employees are covered by the insurance afforded by Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employers liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. **Liability Insurance Requirements:**

(1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance as indicated in the attached Schedule:

(a) **Commercial General Liability Insurance** in an amount of at least one million dollars (\$1,000,000) or more as determined by the County Purchasing Agent, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor=s performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability for each occurrence and in the aggregate as specified on the Schedule.

(b) **Automobile Liability Insurance** against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with the County with minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence unless otherwise indicated by the County Purchasing Agent.

(c) Professional Liability (Errors and Omissions) Insurance, with limits of not less than one million dollars (\$1,000,000) per claim and two million (\$2,000,000) aggregate unless otherwise indicated by the County Purchasing Agent.

(2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County=s board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

(3) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least one (1) year following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this Agreement.

(4) Prior to Vendor commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor=s obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to County. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. The County Purchasing Agent may require a higher rating depending on the nature of the goods and/or services being provided. Any exception to these requirements must be approved by the County Purchasing Agent and Risk Manager. All insurance coverage requirements shall be maintained by Vendor until completion of all of Vendor's obligations to the County, and shall not be reduced, modified or canceled without 30 days prior written notice to the County Purchasing Agent.

e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.

f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by County.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County

shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Negation of Partnership.** In the performance of all services under this Agreement, Vendor shall be, and acknowledges that Vendor is, in fact and law, an independent contractor and not an agent or employee of County. Vendor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Vendor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Vendor in the provision of services under this Agreement. With respect to Vendor's employees, if any, Vendor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

19. **Non-Collusion Covenant.** Vendor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Vendor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

20. **Nondiscrimination.** Neither Vendor, nor any officer, agent, employee, servant or subcontractor of Vendor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Vendor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

22. **Notices.** All notices required or provided for in this Agreement shall be provided to Kern County Purchasing Agent at the address indicated in the opening paragraph of this Agreement, the Vendor at the address indicated in the Schedule, and the County department(s) at the address indicated in the associated purchase order. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Vendor's office, or the receptionist for the Kern County General Services Department.

23. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Vendor or termination of this Agreement, whichever first occurs.

24. **Representations.** Vendor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Vendor has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Vendor does not have any actual or potential interests adverse to County nor does Vendor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Vendor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

25. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

26. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

27. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

28. **Termination.** The Purchasing Agent may at his election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Vendor or the Purchasing Agent, Vendor shall submit to the County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Vendor for all satisfactory services rendered by Vendor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.

29. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

30. **Compliance with IRCA.** Vendor acknowledges that Vendor, and all subcontractors hired by Vendor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Vendor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Vendor to perform services under this Agreement are in compliance with the IRCA. In addition, Vendor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Vendor's employees, or the employees of any subcontractor hired by Vendor, are not authorized to work in the United States for Vendor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Vendor or Vendor's subcontractor(s).

31. **No Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to County and Vendor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Vendor that any such person or entity, other than County or Vendor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

**KERN COUNTY**  
**CONTRACTUAL SERVICES AGREEMENT**

**SCHEDULE TO MASTER TERMS AND CONDITIONS: Price Agreement No. \_\_\_\_\_**

**THIS SCHEDULE** shall be effective on: \_\_\_\_\_, 200\_\_ and shall terminate no later than \_\_\_\_\_, 200\_\_, and is entered into between the County of Kern, as represented by the Purchasing Agent, located at: 1115 Truxtun Avenue, 3<sup>rd</sup> Floor, Bakersfield CA 93301 and \_\_\_\_\_ ("Vendor"), located at: \_\_\_\_\_

Vendor is (select one):            ☐ Sole Proprietorship  
                                         ☐ Incorporated in the State of \_\_\_\_\_  
                                         ☐ Other (specify) \_\_\_\_\_

Vendor shall provide those services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

\_\_\_ Price Agreement No. \_\_\_ General Terms and Conditions are attached hereto as Exhibit B and incorporated herein by this reference.

County shall compensate Vendor for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Vendor under this Agreement, in an aggregate sum not to exceed \$ \_\_\_\_\_, which includes (select one):  
                                         ☐ a fixed fee of \$ \_\_\_\_\_  
                                         ☐ a not to exceed fee of \$ \_\_\_\_\_ at the hourly rate of \$ \_\_\_\_\_.  
                                         ☐ other (specify) \_\_\_\_\_

(select one of the following two)

\_\_\_ County shall **not** reimburse Vendor for any costs or travel expenses incurred by Vendor hereunder.

\_\_\_ County **shall** reimburse Vendor for all necessary and reasonable actual costs incurred on behalf of County in an amount not to exceed \$ \_\_\_\_\_. Reasonable and necessary travel expenses, approved in advance by the County, shall not exceed the following County per diems: Lodging, \$181.00 per night plus tax; breakfast, \$8.00; lunch, \$11.00; dinner, \$19.00; economy rental car; and mileage, if by private automobile, at \$.36 per mile; and by common carrier at actual fare charged for economy or coach class.

Vendor shall be required to have the following Insurance coverages, as described in the Master Terms and Conditions, in the minimum amounts indicated: (select all that apply)

|                                                                                                        |                                 |
|--------------------------------------------------------------------------------------------------------|---------------------------------|
| <input type="checkbox"/> Commercial General Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) | or other amounts _____ & _____. |
| <input type="checkbox"/> Automobile Liability (\$1,000,000/Occurrence)                                 | or other amounts _____.         |
| <input type="checkbox"/> Professional Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate)       | or other amounts _____ & _____. |

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Master Terms and Conditions shall control.

**IN WITNESS WHEREOF**, each party has signed this Schedule upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

[Vendor's Name]

By \_\_\_\_\_  
                                         , Buyer III  
  
                                         "County"

By \_\_\_\_\_  
                                         [Name and Title]  
  
                                         "Vendor"

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A SERVICES**

Vendor shall provide the Services indicated below for the County department(s) identified in the purchase order associated with this Agreement based on the following payment schedule:

1. Full description of Services:
  
2. Dates and location where Services will take place (include time schedule and/or milestone dates if appropriate):
  
3. If training is involved, the hours per day that are included in the training and minimum/maximum number of staff/trainees allowed to attend the training:
  
4. Materials, equipment, facilities, manuals, study guides, etc., will be provided as indicated to assist the Vendor in provision of Services:

By County of Kern:

By Vendor:

**EXHIBIT B**  
**PRICE AGREEMENT NO. \_\_\_\_\_**  
**General Terms and Conditions**

1. **PRICING**

All prices shall be in accordance with the Schedule to which this Exhibit B is attached, for the initial term of the Agreement.

2. **SCOPE OF WORK**

Scope of Work shall be in accordance with Exhibit A, which is attached to the Schedule.

3. **ADDITIONAL SERVICES**

The County reserves the right to negotiate with the Vendor to add additional services under this Agreement as deemed necessary. Such additions shall be made by written amendment signed by both parties.

4. **INVOICING**

A. Itemized duplicate invoices shall be submitted to the identified County department(s) in accordance with invoicing instructions included in each purchase order referencing this Agreement.

B. The applicable purchase order number must appear on all shipping documents and invoices.

C. Invoice terms shall be Net.

5. **MINIMUM ORDERS**

A. The minimum order unit per item shall be none, and the total minimum order shall be none.

B. No guarantee is made that any minimum amount will be purchased.

6. **AUTHORIZATION TO PERFORM**

This Agreement is not an authorization to provide services. Performance in accordance with this Agreement shall be authorized only by written purchase order referencing this Agreement.

7. **EXTENSION**

This Agreement may be extended for additional time periods as agreed by the Vendor and the County and confirmed by written amendment signed by both parties.

8. **CONFLICTING TERMS**

In the event any terms or conditions in this Exhibit B, General Terms and Conditions, conflict with or are otherwise inconsistent with any of the terms or conditions in Master Terms and Conditions, the terms and conditions of this Exhibit B shall control.