



**SAN JOAQUIN COUNTY  
PURCHASING AND SUPPORT  
SERVICES  
PURCHASING DIVISION**

David Louis, C.P.M., CPPO, CPPB  
Director

Jon Drake, C.P.M.  
Deputy Director

**June 18, 2013**

TO: ALL PROSPECTIVE BIDDERS  
FROM: REQUEST FOR QUALIFICATIONS NO. 13-17  
Qualified Developers for MHSA Housing

Ladies and Gentlemen:

Enclosed is an invitation to provide a "Statement of Qualifications" to develop permanent, affordable housing for individuals with severe mental illness and their families. The County of San Joaquin is soliciting this Request for Qualifications (RFQ) for qualified developers and borrowers to participate in the Mental Health Services Act (MHSA) Housing Program.

**Prospective applicants are responsible for having full knowledge of this project and all issues affecting it.** General information regarding the RFQ and project description is included in this solicitation.

Responses are to be received no later than 4:00 P.M. PDT, Monday, July 22, 2013. Please return your Statement of Qualifications in a sealed envelope with the RFQ number, 13-17, and the program title, "Qualified Developers for MHSA Housing", on the outside of the envelope. This will not be a public opening.

Responses must be received by the above date and time at the following address:

San Joaquin County  
Purchasing and Support Services  
County Administration Building  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202

You may submit questions via email to Gina Gutierrez, [gigutierrez@sjgov.org](mailto:gigutierrez@sjgov.org) by 5 PM PDT, Monday, July 1, 2013. Responses to all questions will be publicly posted under the Purchasing page at [www.sjgov.org](http://www.sjgov.org) on Friday, July 12, 2013.

If you have any further questions, please contact me at (209) 468-2074.

Sincerely,

Gina Gutierrez  
Deputy Purchasing Agent



# **REQUEST FOR QUALIFICATIONS RFQ 13-17**

**Qualified Developers for MHSA Housing**

**Due Date:  
Monday, July 22, 2013, 4:00 PM, PDT**

San Joaquin County  
Purchasing and Support Services  
County Administration Building  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202

BUYER: Gina Gutierrez, Deputy Purchasing Agent  
(209) 468-2074  
[gigutierrez@sjgov.org](mailto:gigutierrez@sjgov.org)

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## 1.0 INTRODUCTION

The intent of this Request for Qualifications (RFQ) is to identify qualified developers and borrowers, as defined in the Mental Health Services Act (MHSA) Housing program guidelines, to develop permanent, affordable rental housing units, including shared housing, with supportive services for individuals who have a mental illness and are homeless or at risk of homelessness.

Through the MHSA Housing Program, \$6,339,500 was allocated to San Joaquin County to support capital development and capitalized operating subsidies associated with the development, acquisition, construction and/or rehabilitation, and operation of permanent supportive housing.

These funds have been assigned to the state-administered MHSA Housing Program. The MHSA Housing Program is jointly administered by the State Department of Health Care Services (DHCS) and the California Housing Finance Agency (CalHFA).

Eligible developers and borrowers must develop projects in partnership with San Joaquin County Behavioral Health Services (BHS). Once a developer/borrower and BHS agree to partner on a housing project, an application will be submitted to DHCS and CalHFA for review. DHCS and CalHFA will review the applications and award funding to selected projects.

For more information regarding the MHSA Housing program guidelines and the target population, refer to <http://www.dhcs.ca.gov/services/MH/Pages/MHSAHousing.aspx>

## 2.0 KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<b>Event No.</b>	<b>Description</b>	<b>Date</b>
1.	Release of RFQ	Tuesday, June 18, 2013
2.	Last Day to Submit Questions	Monday, July 1, 2013
3.	Last day for County to Answer Questions	Friday, July 12, 2013
4.	Statement of Qualifications is due no later than 4:00 PM, PDT	Monday, July 22, 2013
5.	Invitation to Proceed Announced	TBD

### 3.0 SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Sealed Statements will be received at the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA, 95202, until Monday, July 22, 2013 at 4:00 PM.

#### ALL RFQ'S SHALL BE ADDRESSED AS FOLLOWS:

**Request for Qualifications RFQ # 13-17  
Gina Gutierrez, Deputy Purchasing Agent  
County of San Joaquin  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202**

The envelope/package shall also have stated thereon, the name and address of the submitting firm.

Statements of Qualifications will not be accepted after 4:00 pm, Monday, July 22, 2013. All Statements of Qualifications received after said time and date will be time-stamped and returned unopened to the submitter. The County will not accept Statements of Qualifications submitted by fax or email.

### 4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding RFQ 13-17 shall be directed to:

Gina Gutierrez  
Purchasing & Support Services  
Deputy Purchasing Agent  
44 N. San Joaquin Street, Suite 540  
Stockton, CA 95202  
Ph: (209) 468-2074 Fax: (209) 468-3393  
Email: [gigutierrez@sigov.org](mailto:gigutierrez@sigov.org)

4.2 All questions regarding this Request for Qualification shall be submitted in writing (Email or FAX is acceptable) no later than **Monday, July 1, 2013, at 4:00 PM.**

4.3 If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the CONTRACTOR'S responsibility to obtain, sign and submit all addendum(s). Answers will be posted by **Friday, July 12, 2013.** Please go to the following website to obtain a copy of all Bid documents:

<http://www.sigov.org/supportserv/Control/PurchasingBids.asp>

**FAILURE TO RETURN ALL SIGNED ADDENDA  
MAY RESULT IN RFQ TO BE DETERMINED AS NON-RESPONSIVE**

4.4 CONTRACTOR(S) shall direct all inquiries to the above mentioned name and not contact the department directly or any other County department regarding any matter related to the Request for Qualifications. If you do, you risk disqualification of any RFQ you submit.

## **5.0 SCOPE OF WORK AND SPECIFICATIONS**

### **5.1. Program Summary**

The program makes permanent financing and capitalized operating subsidies available for the purpose of developing permanent supportive housing, including both rental housing and shared housing, to serve persons with serious mental illness who are homeless or at risk of homelessness. The MHSA Housing Program, jointly administered by DHCS and CalHFA, has been allocated a total of \$6,339,500 for projects in San Joaquin County. This amount will fund both capital costs and capitalized operating subsidies.

### **5.2. MHSA Community Services and Supports Plan**

In order for a development to be eligible for MHSA Housing Program funding, it must be consistent with the priorities identified in the Community Services and Supports (CSS) component of the County's Three-Year Program and Expenditure Plan. This requirement is designed to foster the goal of establishing and strengthening partnerships at the local/county level, resulting in a development that reflects local priorities while expanding safe, affordable housing options for individuals with serious mental illness who receive services through the MHSA.

BHS is required to follow the provisions of Welfare and Institutions Code (W&I) Sections 5847 and 5848 and relevant regulations in the preparation and submission of any proposals or applications for MHSA-funded developments and programs. This includes posting Section D items, including the Project Overview, and MHSA Housing Program Supportive Housing and Services Information, Items D.1 through D.9, of their application for review and comment by stakeholders for at least 30 days, pursuant to the requirements of W&I 5848. BHS is also required to submit a summary and analysis of any substantive recommendations and revisions made as a result of stakeholder input.

### **5.3 Housing Principles**

BHS is seeking projects that are consistent with the following housing principles:

- Prioritize projects that serve target population members who are at 30% Area Median Income or lower.
- Prioritize projects that propose to serve people who are homeless over projects that propose to serve people who are at-risk of homelessness.
- Prioritize projects that maximize funds through local funding commitments and leveraging with preference being placed on projects that maximize the number of units for the total amount of funding available. Collaboration with the County of San Joaquin and city funds is encouraged.
- Encourage geographic dispersion by funding projects located in different areas throughout the County.
- Redevelopment projects are desirable.

## 5.4 MHSA Housing Program Target Population

The MHSA Housing Program is intended to provide funding to create permanent supportive housing with services for individuals with serious mental illness who are homeless. Secondly, and in keeping with the values of the MHSA, the State believes that individuals should not have to 'fail first' and become homeless in order to become eligible for supportive housing; rather, individuals identified as "at risk of homelessness" are eligible for the housing and supports available under this program. Please note that "at risk of homelessness," as used here, is a definition unique to the MHSA Housing Program and is not applicable to other local, State or federal housing programs.

The MHSA Housing Program target population has been defined as low-income adults and older adults with serious mental illness, and children with severe emotional disorders and their families who, at the time of assessment for housing services, meet the criteria for MHSA services in their county of residence and are homeless or at risk for homelessness, as defined below. BHS will certify the target population eligibility of individuals and/or families.

### *Definitions of target population:*

1. Adults or Older Adults means adults with serious mental illness as defined in Welfare and Institutions Code Section 5600.3 (b) (1).
2. Children or adolescents with severe emotional disorders as defined in Welfare and Institutions Code 5600.3 (a) (1), and their families.
3. "Homeless" means living on the streets, or lacking a fixed, regular, and adequate nighttime residence. (This includes shelters, motels and living situations in which the individual has no tenant rights.)
4. Individuals who are "at risk of homelessness" include:
  - Transition-age youth (as defined in Welfare and Institutions Code Section 5847(c), and in Title 9, California Code of Regulations, Section 3200.80) exiting the child welfare or juvenile justice systems;
  - Individuals discharged from institutional settings including:
    - Hospitals, including acute psychiatric hospitals, psychiatric health facilities (PHF), skilled nursing facilities (SNF) with a certified special treatment program for the mentally disordered (STP), and mental health rehabilitation centers (MHRC),
    - Crisis and transitional residential settings,
    - Individuals released from local city or county jails;
  - Individuals temporarily placed in Residential Care Facilities upon discharge from one of the institutional settings cited above;
  - Individuals who have been assessed and are receiving services at the county mental health department and who have been deemed to be at imminent risk of homelessness, as certified by the county mental health director.

The MHSA housing target population includes individuals with personal histories of housing

instability and difficulty accessing mainstream affordable housing resources. It is expected that tenants may come with:

- Annual incomes that typically fall below 15% of area median income
- Histories of prolonged homelessness, prior evictions, and/or poor credit
- Possible historical involvement with the criminal justice system

This target population is disabled, and given their anticipated histories, it is expected that developers may need to make reasonable accommodations as part of their tenant selection and lease-up process.

## **5.5 Qualified Developers**

The Development team must include all of the following:

- For Rental Housing, developers with a track record of 5 years of successful affordable rental housing development. A demonstrated history of developing supportive housing and or serving the target population is desirable.
- For Shared Housing, developers that are stable and established organizations, with a history of successful development and or operation of a supportive housing development.
- A qualified borrower organized in the fashion described more fully below.
- A qualified service provider with 2 years of history serving the target population and
- A qualified property manager. The property manager must demonstrate that the staff supervising the project has a history working with supportive housing projects and with the target population.
- A qualified construction contractor/developer. Qualifications include a history of building at least two projects of a similar building type; a demonstrated familiarity with building affordable housing developments; a history of compliance with state and federal prevailing wage requirements, if applicable; and bonding capacity for the amount of the construction contract, if applicable.

Other developer options include

- An affiliate of the county, redevelopment agency, local housing authority, or other public entity, created to hold properties financed by the MHSA Housing Program or an appropriate agency of the county.
- The developer, the borrower and their respective affiliate organizations will be evaluated both for their ability to successfully develop and manage the real estate component of the development, and for their ability to partner with a lead service provider or service providers to deliver high-quality services to the target population.

The borrower must be legally organized as one of the following:



- A limited partnership (LP) in which the managing general partner of the LP must be a 501(c)(3) corporation or a limited liability company (LLC) whose sole member or members are 501(c)(3) corporations;
- A 501(c)(3) corporation;
- An LLC whose sole member or members are 501(c)(3) corporations;
- An affiliate of a local redevelopment agency;
- An affiliate of the county, redevelopment agency, a local housing authority, or other public entity, created to hold MHSA Housing Program properties.

The borrower also must be organized as either:

- A single asset entity (in the case of a LP or LLC), or,
- A separate legal entity that only holds properties that have MHSA Housing Program funding, as appropriate.

## **5.6. Types of Supportive Housing Available Under MHSA**

Both Rental Housing Developments and Shared Housing Developments are permitted.

- A Shared Housing Development is a residential building. All bedrooms in a Shared Housing Development are considered separate units and shall be occupied by an MHSA eligible resident, as determined by DHCS and the sponsoring county mental health department. For purposes of the MHSA Housing Program funding, a bedroom in a Shared Housing Development is a unit.
- A Rental Housing Development is an apartment building or buildings with no less than five residential units restricted for rent to MHSA eligible residents.
- Master leasing is not allowed.

For a complete description of the requirements for rental housing developments and shared housing developments, please refer to the latest MHSA Housing Program Term Sheet located at <http://www.dhcs.ca.gov/services/MH/Pages/MHSAHousing.aspx>

## **5.7. Consumer Housing Preferences**

Community input has been sought throughout the local MHSA planning processes to determine the type of housing developments recommended by local community stakeholders, including mental health consumers and their family members. The resulting aggregate recommendations will serve as broad guidelines for developers. It was also noted that these guidelines should be balanced with the ability of the MHSA Housing Program to maximize funding if developers are already in a planning process and have secured funds that may be leveraged with MHSA funding.

- a. Housing Type and Geographical Location:
  - Mixture of single population sites and scattered shared housing;

- In the City of Lodi, single or mixed population sites with a minimum of five units for MHSA tenants;
- In the City of Tracy, single or mixed population sites with a minimum of five units for MHSA tenants;
- In the City of Stockton, single or mixed population sites for MHSA tenants and scattered shared housing with total of five units for MHSA tenants;
- In the City of Manteca or other communities, scattered shared housing or mixed housing with total of four units for MHSA tenants.

b. Age Groups:

Local stakeholders recommended that non-profit developers consider:

- Housing for older adults in safe, walkable neighborhoods.
- The match of age percentages of Severely Emotionally Disturbed and Severely Mentally Ill in the county;
- Safety and risk considerations of mixed age populations; and
- Other funding specific to age populations that will increase the leverage of MHSA dollars.

c. Service Priorities

Local stakeholders recommended that non-profit developers consider:

- Affordability
- Public transportation access
- Employment opportunities
- Vocational education access
- Resource/services space
- Recreation area for different age groups

## 5.8 MHSA Housing Program Terms and Conditions

For detailed information on the terms and conditions of the MHSA Housing Program, please refer to DHCS website: <http://www.dhcs.ca.gov/services/MH/Pages/MHSAHousing.aspx>

## 6.0 RFQ CONTENT & REQUIREMENTS

- 6.1 The purpose of this section is to ensure the submission of responsive and responsible statements that are presented in a clear format. This format will assist the County in understanding the statement.
- 6.2 Statements should be prepared simply and economically, providing a straight forward and concise explanation of capabilities that will satisfy the requirement of the RFQ. Statements should address each item of this RFQ in the same sequence as presented in the RFQ. Each response must be in sufficient detail to permit evaluation of that item. The evaluation process will provide credit only for the capabilities and advantages that are clearly presented by the vendor in the written statement. Statements should include, but not be limited to the following:
- 6.2.1. Identification Sheet (Attachment A)
- 6.2.2. References: Provide a minimum of three (3) references of individuals familiar with your organization's low-income housing development projects completed in the last five (5) years. (Attachment C)
- 6.2.3. Public Contract Code Section (Attachment B):
- 6.2.4. Qualifications: Provide a qualification statement regarding:
- a. Development Entity Information (10 points)
    - i. Describe the development entity and identify the members, with names, addresses and phone numbers of the board of directors;
    - ii. Provide relevant qualifications, completed affordable housing projects and project specific experience of the principals of the developer;
    - iii. Identify the person or persons with the authority to represent and make legally binding commitments on behalf of the development entity;
    - iv. Describe the development entity's ability to provide property management services either directly or through a contractual relationship with a qualified property manager;
    - v. Include verification of your legal organizational status with the Internal Revenue Services and the California Secretary of State and any other documentation which demonstrates compliance with the requirements for qualified developers.
  - b. Applicant and Project Experience (65 points)
    - i. Describe the developer's relevant supportive housing project development experience, property management expertise, and collaborative experience with mental health service providers;
    - ii. Provide examples of development of permanent supportive housing and income qualified housing.
  - c. Other Development Team Members (10 points)
    - i. Identify the other development or property management team members

- and describe the proposed role of each team member;
- ii. Indicate the primary person who will be responsible for managing the project;
  - iii. Include resumes of all staff proposed for the assignment highlighting the staff member's affordable housing financing, construction, and marketing experience.
  - iv. Include a table of organization's current and past affordable housing development projects, with the name of the development, the date it was completed (if applicable), the location, number of units, the target population for the development, the types of support services offered, property management methods, operating budget, and any other key factors as they pertain to this RFQ.
- c. Organizational Financial Capacity and Sustainability
- i. Provide evidence of your organization's resources and financial solvency that validate your capacity to administer this housing program for the period expected, including management summaries of audited financial statements, lines of credit, balance sheets, etc.

6.2.5 Attachments:

- a. Three years of audited financial statements, with notes for both development and qualified service provider entities. Please provide project specific as well as consolidated financial statements.
- b. Completed Non-Collusion Affidavit form (Attachment D)
- c. Completed Statement Authorization/Signature form (Attachment E)

6.2.6 Furnish one (1) copy of statement clearly marked "ORIGINAL", five (5) copies clearly marked "COPY" and one (1) electronic copy on a CD. Statement shall be no more than 50 one-sided pages (8 ½ inches by 11 inches). The audited financial statements do not count towards the page limit.

## 7.0 EVALUATION AND SELECTION PROCESS

- 7.1 Following the deadline for receipt of statement, all statements submitted will be analyzed and reviewed by a review panel designated by the County.
- 7.2 The County will assign a selection committee to evaluate each individual's Statement of Qualifications taking into consideration criteria shown below. The submittal scoring criteria is as follows:
- |                                |            |
|--------------------------------|------------|
| 1. Statement of Qualifications | 75%        |
| 2. References                  | <u>25%</u> |
| Total                          | 100%       |

The County reserves the right to make such alterations to the scoring criteria as may be deemed necessary or advisable in connection with the implementation of the project.

- 7.3 Because of time constraints and depending on the thoroughness of the proposals, **the County may at its sole option, accept a project based upon the initial RFQ submittal.** Proposers are not to assume there will be an opportunity to submit additional information.
- 7.4 The County reserves the right to negotiate a project based on all factors involved in the written submission without further discussion or interview. This right includes the ability to expend funds in a phased fashion.
- 7.5 Based on the evaluation of proposals received, the County may, at its sole discretion, produce a short list of the most qualified individuals and require oral presentations and interviews. Those individuals invited to presentations/interviews will be notified of the dates, times, and location of their interviews.
- 7.6 On the basis of the evaluation criteria listed above, the County may contact the developer(s) most preferred by the selection committee and proceed to negotiate an agreement. The County Purchasing and Support Services reserves the right to reject any and all proposals; and to waive any informality, technical defects, or clerical errors in any proposal, as the best interest of the County may require.
- 7.7 The County reserves the right to negotiate a contract based on all factors involved in the written statement without further discussion or interview.
- 7.8 Statements will be evaluated for compliance with all requirements set forth in this RFQ, including timely submission and provision of all documents requested.
- 7.9 The County may, at the County's sole discretion, accept a project from the developer that meets the qualification criteria and has successfully performed services on similar projects in the past.

## 8.0 GENERAL STATEMENT REQUIREMENTS

### 8.1 CONTRACTOR RESPONSIBILITIES:

All procedures and services must be in compliance with all Federal, State, and County Local Laws and Regulations.

### 8.2 STATEMENT EVALUATION CLARIFICATION:

COUNTY reserves the right to obtain clarification of any point in the CONTRACTOR's submittal or to obtain additional information. The County reserves the right to conduct on County site telephone or email, conversations with the CONTRACTOR(S)s to clarify statements and other documents, as questions or obtain additional information. The bidder's inability to respond to this request may be cause for disqualification of their statement. County may reject any or all statements or portions of statements, and may waive any informalities and irregularities in statements.

### 8.3 SPECIFICATION CHANGES:

The County may, during the statement period, advise the CONTRACTOR in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFQ and become part of the specifications as if originally submitted.

### 8.4 ADDENDUM:

COUNTY reserves the right to amend this RFQ at any time. A notification of an addendum will be sent to those vendors known to have received notification of the RFQ. The addendum must be signed and included in your statement package. Any addendums to this RFQ will be posted on the County website at:

<http://www.sigov.org/supportserv/Control/PurchasingBids.asp>

Each CONTRACTOR is solely responsible for checking the website for addendum postings.

No one is authorized to amend this RFQ in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFQ. If necessary, supplementary information in addendum form will be mailed to all as identified above to prospective CONTRACTORS. Failure of any CONTRACTOR to have received such an addendum shall not relieve CONTRACTOR from any obligation under their statement as submitted.

### 8.5 RFQ WITHDRAWAL:

Any CONTRACTOR may withdraw their statement, either personally or by written request, at any time **prior** to the date and time due.

### 8.6 RIGHT TO REJECT STATEMENTS:

San Joaquin County reserves the right to reject any and all statements, or any part of a statement; to waive minor defects or technicalities; or to solicit new statements on the same project or modified the project, which may include portions of the original RFQ document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted statement may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

8.7 EXAMINE SPECIFICATIONS:

CONTRACTOR shall thoroughly examine and be familiar with the specifications herein. Failure or omission of any CONTRACTOR to receive or examine any form, instrument, addendum or other document, or become acquainted with existing conditions, shall in no way relieve CONTRACTOR from any obligations with respect to CONTRACTOR's offer or to the contract. Submission of a statement shall be taken as prima facie evidence of compliance with this section.

8.8 ALL RFQ DOCUMENTS PART OF FINAL CONTRACT:

Any RFQ documents, letters and materials submitted by the CONTRACTOR shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to statements may cause its rejection.

8.9 RESULTING CONTRACT(S):

Through the RFQ process, the County reserves the right to negotiate a non-exclusive contract based on all factors involved in the written statement without further discussion or interview. Resulting contract(s) will not grant to CONTRACTOR(S) any exclusive privileges or rights to provide services to COUNTY. Also, **COUNTY reserves the right to have the option to award to multiple vendors.**

The performance of the contract resulting from this statement shall be governed, construed and interpreted according to the laws of the State of California.

The County reserves the right to cancel the contract for documented non-performance if the CONTRACTOR(S) fails to provide a satisfactory level of service, or other cause which results in user department dissatisfaction.

The performance of the contract resulting from this statement shall be governed, construed and interpreted according to the laws of the State of California. The provisions of this paragraph shall survive expiration or other termination of this agreement regardless of the cause of such termination.

8.10 TERMINATION:

**Failure to Perform:** The County may terminate a Contract if the CONTRACTOR(S) violates any provisions of the RFQ or fails to perform the work within the specified time, and for any material breach by CONTRACTOR(S). In such event, the CONTRACTOR(S) will be compensated for services and/or work performed as of the day of such notification, less any amounts the County is entitled to withhold.

**Cessation of Funding:** In the event that Federal, State, County, Grant funding this Contract ceases, a Contract will be terminated immediately without notice and without penalty to the County. In the event no funds or insufficient funds are appropriated and budgeted in any Fiscal Year for payments due under a Contract for the then current or the succeeding Fiscal Year during the term, aforesaid, the Contract shall create no obligation on the County as to such current or succeeding Fiscal Year except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of the CONTRACTOR(S), its successors, and assigns, as to that portion of a Contract which may so become unenforceable.

**Breach:** If the CONTRACTOR(S) should be adjudged bankrupt or should make a general assignment for the benefit of his/her creditor, or if a receiver should be appointed on account of his/her insolvency, or if he/she should violate any of the provisions of a contract, the County may serve written notice upon him/her of its intention to terminate the Contract. Such notice will contain the reasons for the intention to terminate a contract. Fourteen (14) days from the date of notice to terminate, the County may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable. In such event, the County may without liability for so doing, take possession and utilize in completing the work, such materials, appliances, and other property belonging to the CONTRACTOR(S) as may be on the site of the work and necessary therefore.

8.11 INDEMNIFICATION:

The CONTRACTOR(S) agrees that it shall indemnify, defend, and hold harmless the County, the member(s) of its governing board, its officers, agents and employees from and against all demands, claims, damages, losses, liabilities, expenses and/or costs including attorneys fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this RFQ; except, however, for any such demands, claims damages, losses, liabilities, expenses and /or costs resulting from the sole and exclusive negligence of the County.

Additionally, CONTRACTOR(S) at his/her own expense and risk, shall defend against any and all demands, actions, suits, claims, disputes, controversies or any legal proceedings whatsoever that may be brought, asserted, demanded, claimed or instituted against the County, the members of its governing board, its officers, agents, or employees arising out of and/or resulting from the performance of the activities and services contemplated by this RFQ.

8.12 NOTICE:

Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by pre-paid first-class mail or the equivalent thereof by private carrier. Any such writing shall be addressed to County of San Joaquin, Purchasing Department, 44. N. San Joaquin Street, Suite 540, Stockton, CA, 95202, Attention: Gina Gutierrez at [gigutierrez@sjgov.org](mailto:gigutierrez@sjgov.org) or at (209) 468-2074 RFQ # 13-17.



**Attachment A – Contractor Identification Sheet**

RESPONDENT TO COMPLETE AND RETURN WITH STATEMENT

**Type or print the following information:**

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

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

City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: ( \_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_ ) \_\_\_\_\_

**MY STATEMENT IS ATTACHED AND IDENTIFIED AS:**

**REQUEST FOR QUALIFICATIONS 13-17 Qualified Developers for MHSA Housing**

Years in business: \_\_\_\_\_

Name of Insurance Carriers: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Workers' Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

CONTRACTOR shall include a copy of a valid business license with statement submittal.

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR(S). If not already on file with the Purchasing Office, be sure it accompanies your Bid response.

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this bid is submitted in accordance with the Bid documents for the amounts quoted herein and further agrees that if this bid is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Attachment B - Public Contract Code Section

In accordance with Public Contract Code Section 10162, the CONTRACTOR shall complete, under penalty of perjury, the following questionnaire.

Has the CONTRACTOR, any officer of the CONTRACTOR, or any employee of the CONTRACTOR who has a proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

### PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the CONTRACTOR hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a federal court, which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

### BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contract or hereby states that all representations made herein are made under penalty of perjury.

**Attachment C – Reference Sheet**

**REQUEST FOR QUALIFICATIONS NO. 13-17  
Qualified Developers for MHSA Housing**

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

**SIMILAR CONTRACTS PERFORMED:** List below contracts under which the Proposer has provided Children’s Mental Health Crisis Response Services or similar services during the past five (5) years. Proposer’s financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ through \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ through \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ through \_\_\_\_\_

**Attachment D – Non Collusion Affidavit**

**(Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares that the statement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the statement is genuine and not collusive or sham; that the CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to submit a false or sham statement, and has not directly or indirectly colluded, conspired, connived, or agreed with any CONTRACTOR or anyone else to put in a sham statement, or that anyone shall refrain from proposing; that the CONTRACTOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the statement price of the CONTRACTOR or any other CONTRACTOR, or to fix any overhead, profit or cost element of the statement price, or of that of any other CONTRACTOR, 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 statement are true; and further, that the CONTRACTOR has not, directly or indirectly, submitted their statement 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, statement depository, or to any member or agent thereof to effectuate a collusive or sham statement.

NOTE: The above Non-collusion Affidavit is part of the Statement. Signing this Statement on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

**CONTRACTORS are cautioned that making a false certification may subject the certifier to criminal prosecution.**

\_\_\_\_\_  
Name:

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

**Attachment E – Statement Authorization / Signature Page**

The undersigned, having carefully read and examined this RFQ, and being familiar with (1) all the conditions applicable to the work for which this statement is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this statement is submitted in accordance with the statement documents for the amounts quoted herein and further agrees that if this statement is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

**Statements submitted without this page may be deemed non-responsive.**

STATEMENTS WILL NOT BE ACCEPTED AFTER

**Monday, July 22, 2013 at 4:00 PM.**

ALL STATEMENTS RECEIVED AFTER SAID TIME AND DATE WILL  
BE TIME-STAMPED AND RETURNED UNOPENED TO THE CONTRACTOR.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address/PO Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

# Exhibit A – Sample Contract



## INDEPENDENT CONTRACTOR AGREEMENT

### SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES:

COUNTY:

With copies to:

County of San Joaquin

CONTRACTOR:

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20xx, by and between \_\_\_\_\_, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for Behavioral Health Services (hereinafter "COUNTY").

### ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number \_\_\_\_\_.
3. CONTRACTOR'S Proposal dated \_\_\_\_\_.

1. Scope of Professional Services:

CONTRACTOR agrees to provide patients' rights advocacy services in accordance with State regulatory requirements for the San Joaquin County Behavioral Health Services.

CONTRACTOR will provide patients' rights advocacy services at San Joaquin County Psychiatric Health Facility, 1212 N. California, Stockton, CA 95202 and/or St. Josephs Behavioral Health Center, 2510 N. California, Stockton, CA 95204 and/or other San Joaquin County Behavioral Health Services sites throughout the county.

CONTRACTOR will provide patients' rights advocacy services according to schedules established by each facility named above.

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

2. Term of Agreement:

This Agreement shall commence \_\_\_\_ through \_\_\_\_\_, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation

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

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONTRACTOR \$xx per hour up to a maximum amount OF \_\_\_\_\_ DOLLARS (\$x,xxx) for services performed pursuant to the terms of the Scope of Professional Services proposal submitted by the CONTRACTOR and incorporated in this Agreement.

5. Invoicing:

CONTRACTOR shall submit the original invoice to County of San Joaquin, Behavioral Health Services promptly upon providing the contracted services. The invoice must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

6. CONTRACTOR Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or

her profession and not as an employee of the COUNTY. **A copy of CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

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

8. Non Exclusive Rights:

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

9. Indemnification:

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

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

10. Insurance

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the



requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

*General Liability Limits*

- |    |                                     |             |
|----|-------------------------------------|-------------|
| 1. | BI & PD combined/per occurrence     | \$1,000,000 |
|    | /Aggregate                          | \$1,000,000 |
| 2. | Personal Injury/Aggregate           | \$1,000,000 |
| 3. | Automobile Liability/per occurrence |             |
- CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

*Professional Liability*

- |    |   |             |
|----|---|-------------|
| 1. | Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. | \$1,000,000 |
|----|---|-------------|

*Workers' Compensation and Employer's Liability* Statutory requirement

11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

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

13. Notices:

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

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled,

either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

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

17. Force Majeure:

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

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

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

21. Work Product:

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

© 200\_ County of San Joaquin. All rights reserved.

22. Data Security – Confidentiality

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order ("Agreement") with the County of San Joaquin, California ("County") may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

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

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

23. Entire Agreement and Modification:

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

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

Contractor Name  
Address

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature, Authorized Agent

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David M. Louis,  
C.P.M., CPPO, CPPB  
Director  
Purchasing & Support Services

By: \_\_\_\_\_,

APPROVED AS TO FORM  
Office of County Counsel

By \_\_\_\_\_ Date: \_\_\_\_\_  
Gilberto Gutierrez  
Deputy County Counsel

Buyer of Record:  
Revised: 06.30.10