



COUNTY OF VENTURA
VENTURA COUNTY PROBATION AGENCY
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080

REQUEST FOR QUALIFICATIONS (RFQ)

for

Reading Specialist for Youth Under Probation Supervision

Possible contract not to exceed \$52,000 per year.

RFQ# 2018-01

Date Issued: April 23, 2018

Deadline for Written Questions: May 11, 2018 @ 3pm

Deadline for Submissions: May 23, 2018 @ 3pm

I. INTRODUCTION

This is a Request for Qualifications (RFQ) to determine applicant's qualifications to provide reading specialist services for youth, for the possibility of contracting with the Ventura County Probation Agency (VCPA).

The successful applicant(s) will be expected to work collaboratively with VCPA stakeholders and juvenile justice partners to enhance community and institutional programming to safely and most effectively service the probation youth population and increase public safety. Services should be designed to support youth who are under the care and supervision of the Ventura County Probation Agency.

II. OBJECTIVES

VCPA is looking for a contracted part-time reading specialist to provide assessments and remedial reading instruction for youth in the Juvenile Justice Crime Prevention Act (JJCPA) funded Repeat Offender Prevention Program (ROPP). Candidate will coordinate with the program's Deputy Probation Officers (DPOs) in identifying goals, which may include curbing recidivism, increasing self-esteem, and increasing reading skills. This is a contract for services and is not considered employment with the County of Ventura.

III. REQUIREMENTS/SCOPE OF WORK

A. Assessments: Perform intake interviews and administer assessments to determine youth's skill levels and deficits. Identify learning difficulties and prescribe activities, practices, and/or courses of action to mitigate youths' issues in school, on a case-by-case basis.

B. Remedial Instruction: Teach remedial and intervention reading for ROPP youth who are assessed with reading deficiencies. Must be able to effectively communicate with juvenile probation clients such that effective intervention ensues. Provide challenging skill-level activities, games, and exercises to enhance classroom lessons. Tutor youth in homework completion and study skills. Must be versed in alternative behavioral activities and practices that Attention Deficit Disorder (ADD) or Attention Deficit/Hyperactive Disorder ADHD youth may be able to utilize in their daily lives and/or in the classroom.

C. Individual Learning Plan: Reviewing Individualized Education Plan (IEP) documents to further plan intervention for youth and possibly communicating with the Ventura County Special Education Local Plan Area (SELPA) to ensure the youth is getting appropriate services as designated in the IEP. Help youth and DPOs develop individualized learning plans for reading.

D. Develop Performance Measures: Develop effective performance measures for services provided as well as a self-evaluation of the program management.

E. Coordination with Partners: Coordinate reading services with DPOs and other youth services providers, such as youth advocates, therapists, substance abuse counselors, school officials, and other service providers. Actively communicate with family members, caregivers or “group home” personnel.

F. Special Needs: Experience with special needs youth is desirable.

G. Ability to Pass a VCPA Background Investigation: "VCPA will conduct background investigations on any person contracted (including, but not limited to, any professionals or workers who are non-County employees) with Contractor before any work begins for the benefit of County. Background investigation will include, at minimum, a review of California Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Department of Motor Vehicles(DMV) records, and may include a review of a personal history statement, a law enforcement records check, and Live Scan fingerprinting. Persons employed by Contractor will have no access to County information, facilities, or clients until such background investigation is successfully completed, solely in the discretion of the County."

H. Billing/Invoicing Requirements: Provide your hourly rate for services and appropriate backup documents for all services provided (e.g., receipts, class attendance sheets, etc.). Must submit invoices in a timely manner.

I. Data Reporting Requirements: Applicants must be able to accurately and timely track and report data on a monthly basis as part of the invoicing. Data metrics will include number of youth, type of services provided, youth progress, drop-out rates, reasons for drop out, relapse rates, behavior problems, and other data that may be required or useful under each funding source.

J. Confidentiality Requirements: Applicants must be able to keep all youth information secure and confidential.

K. Spanish & Other Languages: VCPA desires Applicants to have the ability to provide services in English and Spanish.

L. Desirable Skills: Knowledge of Four Square Breathing, human brain development, and local gang culture and nomenclature is desired.

M. Hours Available: Desirable provider will be available during working hours from 9am to 6pm Monday through Friday and occasional Saturdays.

IV. APPLICATION PROCESS

A. Required Documents: All Applicants must submit copies of the following documents with their Letter of Qualification (LOQ):

1. **Professional License:** Current professional license (teaching credential, reading specialist credential, and diploma) from the awarding authority demonstrating the legal authority to provide these services.
2. **Business License:** (If applicable) Include corporate or LLC filings with California Department of State, and/or local City business permits.
3. **Certificates of Insurance**
 - a. **Professional Liability:** (e.g., Medical Malpractice, etc. if applicable)
 - b. **General Liability**
 - c. **Worker's Compensation:** (if Applicant employs one or more people)
4. **IRS Form W-9:** Most current completed and filed W-9.
5. **IRS Form 990:** If your organization is a non-profit.

All documents must be current and valid.

VCPA reserves the right to **COMPLETELY DISQUALIFY** and eliminate from consideration any application that does not include the documents.

B. Letters of Qualification (LOQ): For consideration, Applicants must submit a written LOQ that describes the applicant's professional qualifications and relevant experience in the format below:

1. **Cover Letter:** A cover letter, which shall be considered an integral part of the response, shall be signed by an individual(s) who is/are authorized to bind Applicant contractually. Must include the following information:
 - a. Name, address, phone number, and e-mail
 - b. Any explanation regarding missing documentation or explaining that certain documents are not applicable (e.g., you did not submit a Form 990 because your organization is not a non-profit).
2. **Individual or Organization Profile/Experience:** Provide a brief profile. Information provided shall include:
 - a. **Basic Information:** Name, address, and telephone number.

b. History: Individual or Organization background/history and why Applicant is qualified to provide the services described in this RFQ.

c. Resume: Include a brief resume of all similar projects you or your organization has/have performed in the past five (5) years both in the public and private sector.

(1) Describe the results you or your organization has/have achieved for each project. Include a project contact name and phone number for County review purposes.

(2) Describe your numbers of years and experience providing these services and your different methods used based upon client circumstances.

3. Employee Information:

a. Employees: Number of employees, including independent contractors and sub-contractors, both locally and nationally.

b. Qualifications and Availability: LOQs are to include information specifically on those persons actually performing work on the project including:

(1) hourly rate and percentage of involvement.

(2) educational background,

(3) experience and professional resumes,

(4) technical expertise,

(5) any professional licenses with the issuing authority,

(6) Language capabilities, other than English

4. Plan and Approach: This section shall serve to provide the County with key elements and unique features of your LOQ.

a. Intake and Assessment: Include any intake criteria and desired referral information.

b. Group Classes: Size & type.

- c. Individual Sessions: Types and capabilities.
- d. Family Sessions: Describe outreach to family.
- e. Capacity and Availability: Number of youth you are able to serve per week. Include times during the day or evening showing availability for providing services.
- f. Languages: Ability to provide services in Spanish and other languages.
- g. Collaboration abilities with other agencies and service providers: Schools, families, law enforcement, social workers, medical professionals, etc.
- h. Continuity Plan: Who and how will services continue to be provided if you or your staff are on vacation.
- i. Data Collection & Reporting: Describe types and frequency of data you will collect and results you will report.
- j. Tasks: Describe how tasks will be accomplished and tracked. Proposed work plan or project tracking.

5. Financial Information:

- a. Budget History: Proposal should include a brief description of how you or your organization has adhered to budget and schedule constraints for similar projects in the past.
- b. Dun and Bradstreet number: If you have one.
- c. Current Financial Statement or Annual Report.
- d. Applicants shall make a definitive statement regarding their financial ability to perform the requirements hereunder.
- e. Budget/Compensation for Services: The LOQ should contain all pricing information relative to performing the services described in this RFQ. Cost of service must be broken down as a fee for service, preferably in ***an hourly rate per class or session.***

6. Disclosures:

- a. Suspension, Debarment, Corporation Active Status Designation
In order to submit a LOQ, providers must not be listed as an ineligible person on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities from federal

programs or the California Department of Health Care Services Suspended and Ineligible Provider List for Medi-Cal program services. VCPA plans to use the following links to identify individuals and entities that are not eligible to contract with VCPA:

<http://exclusions.oig.hhs.gov/> and

<http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>.

Providers registered with the California Secretary of State as a corporation, limited liability company, or limited partnership must have an active status designation on the California Secretary of State Business Entities Search website. VCPA plans to use the following link to verify a business entity's status: <http://kepler.sos.ca.gov/>.

b. Contract Failures, Sanctions, and Disciplinary Actions

VCPA requires that all providers self-disclose any:

- (1) contract failures within the past two years,
- (2) convictions against them or any individual with their organization for violations of criminal law,
- (3) any sanctions,
- (4) any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs), and
- (5) any corrective action plans or complaints from other contracted entities, agencies or jurisdictions.

c. Option to Reject Letter of Qualification

VCPA reserves the right at any time to reject an LOQ based upon a provider's prior history with the County or with any other party based on their prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones, or other significant contractual failures.

C. Method of Publishing: VCPA posting an RFQ on the VCPA website, Facebook, or Twitter is considered constructive notice to potential Applicants. Applicants are encouraged to monitor and bookmark the VCPA website under the Services tab and scroll down to RFQs. VCPA may e-mail the RFQ to certain potential Applicants who send their complete contact information. **This MUST include e-mail.** VCPA will ONLY send RFQs

via e-mail. If a potential Applicant wants to be considered for future e-mail delivery it must either clearly post its contracting point of contact e-mail on its website AND actively send its contracting points of contact (address, phone numbers and e-mails) to aramis.nahabedian@ventura.org.

D. Questions Regarding this RFQ: Applicants must promptly notify VCPA in regard to any ambiguity, inconsistency or error that may be discovered upon examination of the RFQ documents. Questions must be specific and should correspond to the relevant paragraph in this RFQ. County will not assume any responsibility for errors or misinterpretations resulting from the use of RFQ documents.

***All questions must be submitted in writing via e-mail no later than **May 11, 2018** to aramis.nahabedian@ventura.org.

E. VCPA Website: The RFQ, Questions and Answers, and any general updates will be posted on the VCPA website at the following address:

<http://venturaprobatation.org/index.php/services/RFQ-s>

F. Letter of Qualification Delivery Process

1. Deadline: LOQs will be received by the Ventura County Probation Agency until 3:00 p.m. on **May 23, 2018** at Ventura County Probation Agency, Government Center, Pre-Trial Detention Facility L#3200, 800 S. Victoria Ave., Ventura, CA 93009.

2. Method of Delivery: All LOQs must be in writing and received by the deadline above.

3. LOQs MAY NOT be submitted via facsimile or electronic mail. LOQs MAY be hand delivered BEFORE the deadline above.

4. Manner of Submittal: Submit one (1) original and five (5) copies of the LOQ.

5. Title: The original and copies must be marked with **RFQ# 2018-01**.

6. Duration: LOQs, including information provided therein, must be valid for a minimum of 90 days.

V. EVALUATION PROCESS

The RFQ will allow for an open, fair, and competitive evaluation process.

A. Evaluation Criteria: Criteria below are not listed in any order of preference. Qualifications will be evaluated on the basis of:

1. Experience: Experience providing services to the target population. Expertise providing services, including data reporting, performance measures and quality control. History of providing services to other entities, including customer satisfaction.

2. Capability & Availability: Ability to provide services to the target population at the convenience of VCPA and adapt to the needs of the clients. Qualifications of organization and staff. Include number of youth able to serve, available days and times to see clients, and the ability to provide services throughout Ventura County.

3. Plan & Approach: Your overall comprehensive strategy to providing services. Approach to the project, Compliance with recognized reading specialist practices and guidelines and using evidence based practices.

4. Financial History & Budget: Financial stability and resources of the Applicant. Ability to maintain compliance with contract terms and conditions. Compliance with invoicing deadlines and submitting required supporting documentation. Reasonableness of cost.

The County is not obligated to select LOQs based upon the lowest bid or to select LOQs at all. Selections will be in the best interests of the County after all factors have been evaluated. The County reserves the right to reject any or all LOQs submitted and shall be the sole and final authority for determination of any selection. County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

B. Statement of Non-Binding: This RFQ is not a contract and nothing herein is construed as a binding offer or obligation on behalf of the County. The County will only incur any obligations when a final contract, based upon the standard County contract (see Attachment 1), is approved and executed. A notice of intent to award letter to Applicant merely awards an opportunity to negotiate a contract and not any entitlement to a contract, or grant, nor monetary compensation of any kind.

C. Post Evaluation: After evaluation, the County may contact an Applicant who meets the requirements of the grant and the County for further consideration to enter into a contract with the County to provide services under the terms of the grant. County will establish an Evaluation Committee which will evaluate the LOQ. The Evaluation Committee may also:

1. Contact and evaluate Applicant's references
2. Contact Applicant to clarify any response
3. Contact any user of Applicant's services
4. Solicit information from any available source concerning any aspect of an LOQ
5. Seek and review any other information deemed pertinent to the evaluation process
6. Request that Applicants make presentations to the Evaluation Committee or County staff
7. Request site visits to Applicant's facilities or operational sites
8. Ask follow up questions

D. Agreement: Applicant shall review the County's standard agreement (**see Attachment 1**), which shall form the **basis** for any agreement entered into hereunder. Any comments/exceptions to this agreement must be included in your LOQ. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Material or significant deviations by Applicant from the County's standard agreement may disqualify Applicant from further negotiations under this RFQ, solely determined by and at the discretion of the County. The timeliness of negotiating any contract depends on how organized the Applicant is with documentation and detailed description of services. To avoid delays, please have your services and corresponding budget, scope of work, proposed staffing and work plan described in detail before negotiations begin.

E. No Payments: A notice of intent to award does not obligate County to compensate any Applicant or Contractor. If the County and Applicant enter into a contract, any payments made by County will be contingent upon satisfactory performance of services by Applicant. Applicant must provide to County sufficient and timely invoicing and documentation demonstrating absolute proof that services were performed according to contract in order to be compensated. Compensation may depend upon written referrals by Probation employees to services provided by Applicant or certain deliverables due from Applicant to VCPA.

If further information is needed, please feel free to contact Aramis Nahabedian at (805) 654-2101 or aramis.nahabedian@ventura.org.

Attachment 1

RFQ# 2018-01

COUNTY OF VENTURA CONTRACT # _____

CONTRACT

This contract entered into this [] day of [], 201__, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and [] (Name), hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing [] services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto, County of Ventura Request for Qualifications [], Contractor's response dated [] which by this reference, although not attached, made a part thereof.

2. PAYMENTS

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

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise,

will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

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

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

4. NON-ASSIGNABILITY

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

5. TERM

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

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

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

6. TERMINATION

The County Purchasing Agent may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

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

7. DEFAULT

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

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

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees,

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

9. INSURANCE PROVISIONS

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

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

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

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

11. **SUBSTITUTION**

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

12. **INVESTIGATION AND RESEARCH**

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

13. **CONTRACT MONITORING**

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

14. **ADDENDA**

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

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by

Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

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

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

TO CONTRACTOR: _____

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

18. MERGER CLAUSE

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

19. ORDER OF PRECEDENCE

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

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

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

20. GOVERNING LAW

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

21. SEVERABILITY OF CONTRACT

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

22. CUMULATIVE REMEDIES

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

23. COMPLIANCE WITH LAWS

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

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR

by: _____
Authorized Signature

by: _____
Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

Tax Identification #