CONTRACTUAL CONSIDERATIONS

Specific contractual considerations, including but not limited to the following, apply to RFQ/RFP submission process and project implementation and to any contracts that result from the submission and implementation of the project/proposal. The contractor will need to comply with all of the provisions in the attached sample contract (See Sample Contract).

A. Conflict of Interest

The selected Contractor will be required to comply with the Commission’s Conflict of Interest provisions, as outlined in the contract, and as applicable under California Law. CONTRACTOR acknowledges that he/she/it is acting as public official pursuant to the Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one’s own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from the COMMISSION during the Contract and shall not use such information for personal or commercial gain outside the Contract. By agreeing to the Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it will not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the funded project and related initiative(s). During the term of the Contract and for one year thereafter, CONTRACTOR will not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

B. Compliance

Current/Former grantees and/or contractors must be in good standing and in compliance with all aspects of their contract with the COMMISSION in order to be eligible to apply for the current Request for Proposals (RFP) and Request for Qualifications (RFQ) /BIDS/LOI’s. COMMISSION may deem an applicant ineligible if it finds in its reasonable discretion, that applicant has done any of the following, including but not limited to: (1) violated any significant terms or conditions of Grant Agreement/Contract; (2) committed any act or omission which negatively reflects on Applicant’s quality, fitness or capacity to perform services listed in RFP/RFQ with COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or offense which indicates a lack of business integrity or business dishonesty; or (4) made or submitted a false claim against COMMISSION or any other public entity.

C. Contract Information

1. The Commission may, at its sole discretion, reject any or all submissions in response to this RFQ/ RFP. The Commission also reserves the right to cancel this RFQ/ RFP, at its sole discretion, at any time before execution of a contract. The Commission shall not be liable for any costs incurred in connection with the preparation of any submissions in
response to this RFQ/RFP. Any cover letters, résumés and/or curriculum vita, including attached materials, submitted in response to this RFQ/RFP shall become property of the Commission and subject to public disclosure.

2. The agency/organization submitting an application agrees that by submitting an application it authorizes the Commission to verify any or all information and/or references given in the application.

3. The Commission reserves the right, after contract award, to amend the resulting contract, scope of work, and any other Exhibits as needed throughout the term of the contract to best meet the needs of all parties.

4. The Commission reserves the right to request additional financial information to verify applicant’s past and current financial status. This information includes, but is not limited to: the most recent independent audit ending Calendar Year 2007 or Fiscal Year June 30, 2007 or applicant’s year end date, Cash Flow Statement, Statement of Activities (Income Statement), and Statement of Financial Position (Balance Sheet).

5. Consistent with the intent of Proposition 10: California Children and Families Act of 1998, no monies for this Project may be used to supplant Federal, state, County and/or other monies available to the organization for any purpose. Activities funded under this proposal must be new or enhancements to existing activities.

6. The award of a contract by the Commission to an individual/agency/organization that proposes to use subcontractors for the performance of work under the contract resulting from this application process shall not be interpreted to limit the Commission’s right to approve subcontractors, assemble teams and/or assign leads. Each applicant will be evaluated independently for added value to the overall team. A copy of executed subcontract(s) related to Program funding must be provided to the Commission.

7. The selected Contractor will be required to sign the contract at least two (2) weeks prior to the intended start date of the contract, as outlined in Term of Contract section of contract, to assure the timely completion of the signature process by all parties. If the contract is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the contract execution date (the date all parties have signed the contract) and Contractor will not be eligible to obtain reimbursement for any costs incurred prior to the contract execution date, unless otherwise approved by the Commission. If this Contract is not signed within the thirty-day (30) period from the intended start date, the Commission has the right to withdraw the contract award. Any agreed upon changes to the intended start date must be confirmed in writing by both parties.

8. Unless otherwise submitted during the application (RFQ, RFP, etc.) process, the selected Contractor will be required to submit the required documentation listed on the Contractor Checklist, which includes, but not limited to, the following documents before the Contract can be fully executed:

- Agency Involvement in Litigation and/or Contract Compliance Difficulties Form
- By-laws (if applicable)
9. Per the Commission’s Policy and Guidelines for Hiring Consultants (Section 7), the total composite rate for a Consultant may not exceed $150 an hour. This means that the total cost of billable hours associated with a contract divided by the total number of hours billed must be equal to or less than $150. A blended rate is allowable. For example, for a contract totaling $150,000, a consultant may bill 500 hours for Consultant A at $200/hour, and 500 hours for Consultant B at $100/hour, with a total composite rate of $150/hour (1,000 total hours divided by $150,000 in billable hours = $150/hour).

10. The sample contract and contracting requirements are attached (See Sample Contract). If successful, the Contractor will be required to meet all of the terms and provisions set forth in these documents and within the timeframe identified.