



# Alpine County Health and Human Services

## Request for Proposal Number HHS-02

Dental Hygienist

July 27, 2018

## **Purpose of Request for Proposal (RFP):**

The California Health and Safety Code sections 1900-1966.6, California Government Code, and the Alpine County Code specify the services and requirements of a Dental Hygienist. Applicable law states that there shall be a Dental Hygienist, who shall be licensed and in good standing in the State of California. The position shall serve 16 hours per month. The Dental Hygienist shall be responsible to the Board of Supervisors, shall be appointed by the Board of Supervisors and shall serve at its pleasure under the direction of the Health and Human Services (HHS) Director.

## **Instructions to Bidders:**

### **I. PROPOSAL SUBMISSION**

Proposers must submit four copies (an original with original signatures and three copies) and one complete copy on CD. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Alpine County HHS RFP # 02, and delivered by 4:00 p.m. on August 31, 2018 to:

Hand Delivery:

Attn: County Clerk

Alpine County Administration

75 Diamond Valley Road

Markleeville, CA 96120

Mail Delivery:

Attn: County Clerk

Alpine County Clerk

P.O. Box 158

Markleeville, CA 96120

- A. **Late, electronic or facsimile proposals will not be accepted.** It is the Proposer's responsibility to assure that his proposal is delivered and received at the location specified above on or before the date and hour set. Proposals received after the date and time specified will not be considered.
- B. No proposals will be considered which are not accompanied by attached forms (listed in section III and XVII) and signed by the proper official of the agency/firm.
- C. **CONTACT:** Questions or clarifications on proposal specifications are to be made in writing to:

Nichole Williamson  
Health and Human Services  
75 Diamond Valley Road  
Markleeville, CA 96120  
nwilliamson@alpinecountyca.gov

If deemed necessary by the COUNTY, responses will be contained in addenda distributed to all prospective proposers.

## II. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the COUNTY may only be altered by letter or facsimile bearing the signature or name of the proposer's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the COUNTY may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

## III. PREPARATION OF PROPOSALS

- A. Proposers are required to submit with their proposal:
  - Attachment A – RFP Cover Sheet (Signature Page)
  - Attachment B – Proposal Check-list, Table of Contents
  - Attachment C – Proposer's Exceptions to RFP
  - Attachment D – Letters of Reference
  - Attachment E – Certificate of Non-Collusion
  - Attachment F – Sample Alpine County Contract

No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for proposal.

- B. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid.
- C. Proposers are expected to examine all provisions, specifications and instructions included in this RFP. Failure to do so will be at the proposer's risk.

- D. All proposals must be dated and signed by a representative authorized to enter into contracts for the applicant firm or agency.
- E. All proposals shall remain in effect and legally binding for at least 90-days from the proposal opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the proposer. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the proposer.
- G. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by proposer shall become the property of the County of Alpine.
- H. Time when stated as a number of days, shall include Sunday's through Saturday's, excluding legal holidays.
- I. Proposer must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the proposer's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.

#### IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:

Nichole Williamson  
Health and Human Services  
75 Diamond Valley Road  
Markleeville, CA 96120  
nwilliamson@alpinecountyca.gov

- B. All questions regarding this RFP shall be submitted in writing (Email or Fax is acceptable).

- C. The questions and answers will be provided by the County in writing, in the form of an addendum to all known interested proposer(s) after the inquiry deadline. If any addenda are issued by the County, they shall be sent via facsimile and/or first class U.S. mail to the last known business address of each proposer known to have received a copy of this RFP. Proposers must include in their proposals acknowledgement of receipt of any and all addenda issued.
- D. The deadline for submitting written inquiries regarding this RFP is indicated in Section VI. Schedule of Activities.
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Alpine County requires that other Alpine County management and employees not be contacted by Proposers during the RFP process. Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Alpine County HHS RFP Representatives listed above for any and all technical and procedural inquiries.

#### V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the Proposer's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

#### VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Proposers to prepare definitive proposals and to permit Alpine County to fully consider various factors that may affect its decision. This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to proposers in the event of schedule changes.

Scheduled Activity	Proposed Date
Published notice inviting bids	July 27, 2018
Letters of interest mailed to prospective proposers and opening of bids at County Clerk's office	July 31, 2018 3:00 p.m.
Inquiry Deadline	August 10, 2018
RFP Submission Deadline	August 31, 2018
RFP Selection & Notification	September 14, 3018
Contract Awarded & Finalized	October 2, 2018
Approximate Start Date	October 15 2018

## VII. SELECTION PROCESS

A. The County reserves the sole right to judge the contents of the Proposers' proposals. The selection process will be governed by the following criteria:

- The proposals must adhere to the instructions and format as specified in this RFP.
- The evaluation will include a review of all documents and information relating to the Proposer's services, organizational structure, capabilities, qualifications, past performance and costs.
- Proposers may be required to make an oral presentation and interview before final selection is made.
- The County may evaluate any information from any source it deems relevant to the evaluation.
- False, incomplete or unresponsive statements in a proposal may be sufficient cause for its rejection.

## VIII. SELECTION CRITERIA

A. The selection of Proposer(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Proposer(s) should submit information sufficient for the County of Alpine to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable Federal, State, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Alpine then has the option to re-compete the procurement or enter into sole-source procurement.
- D. Proposal Review and Evaluation Process
1. The proposal will be judged based on service capabilities and experience of the prospective Proposer and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
    - Adequacy of the described plan/approach to deliver requested services as described in Section XI. Scope of Work.
    - Experience of Proposer in providing services and quality of work.
    - Status of Professional Certification including whether the Proposer meets the minimum requirements to provide service.
    - Cost of providing services as outlined in Section XI. Scope of Work.

## IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.
- B. The Proposer agrees that should it be awarded a contract, the Proposer shall not discriminate against any person who performs work there under because of age,

race, color, sex, religion, creed, national origin, marital status, political affiliation or disability.

- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Proposer whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Alpine County. The County shall be the sole judge in making such a determination.
- D. The successful Proposer will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment F. It is the Proposer's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the Proposer agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the Proposer's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, Proposers may be required to submit any additional information that Alpine County may deem necessary to determine the Proposer's qualifications. Should any of the information requested by Alpine County be considered by the Proposer to be confidential, it must be so stated. Alpine County will attempt to treat any information submitted by the Proposer as confidential if requested to do so; however, Alpine County cannot ensure such confidentiality.
- G. Open Procurement
  - 1. Alpine County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
  - 2. Alpine County reserves the right to accept or reject any or all Proposals in whole or in part.
  - 3. Alpine County reserves the right to negotiate a contract with more than one Proposer at the same time.



## X. BACKGROUND INFORMATION

The Dental Hygienist is responsible for mandated functions as specified in the California Health and Safety Code and California Government Code. The services to be provided by the Dental Hygienist are contained in the Scope of Work below.

## XI. SCOPE OF WORK

The scope of work for the project includes:

The Dental Hygienist is responsible for mandated functions as laid out in the California Health and Safety Code and California Government Code. This scope of service is intended to give detailed examples of job duties to be performed, not an all-inclusive list. This position will be typically 16 hours per month with a potential of additional hours based on community need.

- A. Meet minimum standards for a registered Dental Hygienist as set out in the Health and Safety Code.
- B. Develop and/or implement pre and post evaluation assessment tool related to oral health.
- C. Conduct surveillance regarding oral health in Alpine County.
- D. Provide oral health education to a wide array of Alpine County residents including children in schools, parents, In Home Supportive Services recipients, older adults, tobacco consumers, and any other identified population by contractor.
- E. Coordination of dental treatment including annual dental van.
- F. Provide oral health resources and referrals to Alpine County residents.
- G. Provide outreach and education to Alpine County residents, including evenings and weekends at community events.
- H. Collect and report statistical information related to work performed.
- I. Provide fluoride treatment and dental sealants to Alpine County residents.

- J. Office hours are flexible and subject to approval of the Health & Human Services Director.

XI. PROPOSAL FORMAT AND CONTENT

- A. A description of the process/approach to be used in providing the services described in Section XI. Scope of Work of this RFP. Be specific and address all elements.
- B. A description of Proposer's experience in providing the requested services.
- C. A description of the experience/qualifications of all persons who may perform services under contract, including staff resumes that cover all experience and educational background. All personal information provided will be maintained in confidence as allowed by law.
- D. Upon specific request of the County, Proposer shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Proposer who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- E. Any exceptions to the terms and conditions as specified in Attachment C to this RFP. The terms and conditions not specifically identified will be considered acceptable to Proposer.
- F. Three (3) letters of reference for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should be organizations with which Proposer has worked to provide services.
- G. A list of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- H. Timeline indicating implementation schedule and training schedule (if applicable).

- I. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.

## XII. FORMAT OF COST PROPOSAL

The Proposer must itemize all costs, including per hour costs, chargeable to the County as described in this Section, in the separate Cost Proposal. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract. The proposed contract shall not exceed twelve thousand dollars (\$12,000) per year.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

## XIII. CONTRACT

- A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next proposer if the selected Proposer has not signed the agreement within three (3) weeks after the notification of intent of award.
- B. Execution of Contract
  1. Upon the acceptance of a Proposer's Proposal, County will prepare and submit a contract to the successful Proposer for signature. (See sample contract, as Attachment F, which contains required contractual language.) In the event that the successful Proposer fails, neglects or refuses to execute the contract within three (3) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
  2. Incorporated by reference into the contract which is to be entered into by County and the successful Proposer pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Proposer's response thereto, and (b) all written communications between County and the successful Proposer whose Proposal is accepted.

#### C. No Assignment

Assignment by the successful Proposer to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

#### D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### E. Contract Term

The term of the Agreement(s) will be for a period of one (1) year(s) with the option to extend the Agreement(s) up to two (2) additional one-year periods. The County and the Contractor will have the right to terminate contract providing 90 days of written notice is provided.

#### F. Insurance

The County shall, at County's expense, provide medical liability insurance for Proposer to cover all services provided by Contractor for the County under the terms of the contract, including all the responsibilities incorporated in Section X. Such medical liability insurance will include coverage for all claims made regarding services of the Contractor provided under these terms. Contractor shall be listed as an additional insured on the COUNTY'S CSAC Excess Insurance Authority policy for as long as Contractor continues to provide services under the terms of this agreement.

Prior to commencement of this Agreement, the Contractor shall provide verification that they are in good standing and insurable through the County's liability insurance

#### XIV. Rejection of Proposals

Per Section 2.32.090 of the Alpine County Purchasing Code *Rejection of Bids*, In its discretion the Alpine County board of supervisors or its designee may reject any and all bids presented, may accept an item or group of items of any bid, may modify or cancel in whole or in part the notice of inviting bids, and may determine to re-advertise for bids. Similarly the board of supervisors or its designee reserves the right to waive informalities and minor irregularities in any bids received.

The specific procedural details of which shall be provided in the test of the request, wherein the county shall reserve the right to negotiate directly with any party responding thereto and may enter into a contract with any responding party regardless of any response including, but not limited to, price. Prior to publishing, the request for proposals shall be submitted to the county counsel's office for review and approval.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

#### XV. General Conditions

While the intent of the County is to award the contract to the selected Proposer, it reserves the right to both either withdraw and/or not award a contract. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within (Attachment F). Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

**ATTACHMENT A**

**Alpine County**

**Request for Dental Hygienist Cover Sheet**

**GENERAL INFORMATION**

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

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

Name of Person Authorized to Sign Contracts: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Fiscal Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Amount of proposal: \_\_\_\_\_

**ATTACHMENT G**  
**COUNTY OF ALPINE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR SERVICES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Alpine, a political subdivision of the state of California (“County”), and the (“CONSULTANT”).

Recitals

A. Consultant desires to perform and assume responsibility for the provision of professional services required by the County on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the County, dated, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. County desires to engage Consultant to render such services as set forth in this Agreement, only to the extent that adequate funding for such services is available.

Agreement

**1. SCOPE OF SERVICES.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to the County all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional (“Services”). The Services are more particularly described in Exhibit “A.”

**2. SCHEDULE OF SERVICES.**

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the County and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit “A.”

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the County in writing and shall be incorporated in written amendments to this Agreement.

### **3. FEES AND PAYMENTS.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed without County's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to County a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date or since the start of the subsequent billing periods, as appropriate, through the date of the statement. County shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of applicable laws, the County Code and rules of the County. Unless otherwise stated in the Agreement, charges will accrue only after execution of the Agreement, and the amount of County's obligation hereunder shall not at any time exceed the amount stated in the Agreement for the purpose and period stated in the Agreement.

This Agreement will terminate without penalty, liability or expense of any kind to County at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

This Agreement will terminate if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

County has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. County budget decisions are subject to the discretion of the County Administrative Officer and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement

### **4. CHANGES.**

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in



advance by the County in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

## **5. RESPONSIBILITIES OF CONSULTANT.**

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the County. Consultant shall have no power or authority by this Agreement to bind the County in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the County. The County shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of County.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the County on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the County, is no longer employed by Consultant or replaced with the written approval of the County which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with County staff in the performance of Services and shall be available to County staff, consultants and other staff at all reasonable times. County agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the County's conflict of interest code in accordance with the category designated by the County, unless the County Administrator or Board of Supervisors determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the County Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the County conflict of interest code if, at any time after the execution of this Agreement, County determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in

the time, place and manner set forth in the conflict of interest code and as directed by the County.

## 6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the County that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the County that the subconsultant has secured all insurance required under this Section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

### 6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written

notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the County and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the County. The County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the County as an Additional Insured to the subconsultant's policies.

## **7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for County to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise

recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subconsultants to agree in writing that County is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the County.

County shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at County’s sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County, except by court order.

## **8. ACCOUNTING RECORDS.**

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the County and its auditor’s accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

## **9. SUBCONTRACTING.**

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

## **10. TERMINATION OF AGREEMENT.**

10.1 Grounds for Termination. County may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to County, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, County may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, County may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## **11. GENERAL PROVISIONS.**

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

County:

County of Alpine  
99 Water Street  
Markleeville, California 96120  
Attn: County Clerk

Consultant:

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the County, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its elected officials, officers,

employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its elected officials, officers, employees, agents or volunteers.

11.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation County business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its elected officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the County, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the County.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alpine County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.