



## **REQUEST FOR PROPOSALS (RFP) 1002-24**

### **COVID-19 AFTER ACTION REPORT AND IMPROVEMENT PLAN FOR THE COUNTY OF IMPERIAL PUBLIC HEALTH DEPARTMENT**

**DEADLINE FOR PROPOSALS: September 28, 2023, at 4:00 PM**

The prospective Applicant shall submit a fully executed sealed proposal.  
Proposals are to be received **no later than September 28, 2023, 4:00 P.M.**

Sealed proposals shall be submitted to:

County of Imperial  
Purchasing Department  
Attention: Rhoda Hoffman  
1125 W. Main St.  
El Centro, CA 92243

**NOTE:** Proposers are required to submit one (1) original RFP signed in ink, six (6) hard copies of the RFP, and one (1) electronic media version (*USB Flash Drive*) copy of the RFP. Original and copies should be identified as such.

Failure to provide copies may result in disqualification.

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## **INTRODUCTION**

The County of Imperial is soliciting proposals from a qualified Applicant to develop a comprehensive COVID-19 After Action Report (AAR) and Improvement Plan (IP) that aligns with National Incident Management System (NIMS) and Homeland Security Exercise and Evaluation Program (HSEEP) guidelines. Moreover, the AAR and IP are intended to effectively address the capabilities stipulated by both the Public Health Emergency Preparedness Program and Health Care Preparedness and Response Program to assist the Imperial County Public Health Department in identifying strategies to enhance its pandemic emergency response as well as the overall functioning of its Department Operations Center (DOC).

The Imperial County Public Health Department will be the oversight agency for the proposed AAR/IP contract. The successful grantee shall report directly to the Imperial County Public Health Department Director or designee throughout the project.

The resulting contract will be funded through funds allocated to the County of Imperial from the American Rescue Plan Act (ARPA), and as such, compliance with additional federal terms and conditions is required.

## **BACKGROUND**

The Imperial County Public Health Department (ICPHD) activated its DOC in 2020 and implemented an array of strategies to help mitigate the spread of the COVID-19 virus. The County issued a local emergency declaration on March 5, 2020, and on March 11, 2020, it reported its first positive COVID-19 case. The DOC initiated its response to the COVID-19 pandemic in February 2020 and continued through the end of March 2023. Accordingly, the County is soliciting proposals from qualified Applicants to prepare an After-Action Report (AAR) and Improvement Plan (IP) for that same time frame (February 2020 - March 2023) to help the County identify ways to improve its pandemic emergency response protocols and Public Health Department's Operations Center.

## **SCOPE OF WORK**

The services of this solicitation require an AAR and IP related to the Imperial County Public Health Department's DOC response to the COVID-19 pandemic, which began in February 2020 and ended in March 2023. The Applicant shall develop an AAR/IP that covers all areas outlined below. The ICPHD will utilize the AAR/IP to update plans, procedures and policies related to pandemic and emergency response operations.

The scope of this AAR/IP includes the following key areas:

1. Structured review of the ICPHD DOC response activities.
2. Summary of what, why, and how of the ICPHD DOC's response.
3. Analysis of ICPHD DOC Incident Command (IC) Function Capabilities.
4. Identification of major strengths.
5. Identification of primary areas for improvement.
6. An IP that includes, at a minimum:
  - a. Issues/areas for improvement
  - b. Recommendations
  - c. Capability elements
  - d. Primary responsible IC/organization
  - e. IC/organization point of contact
7. After-Action meeting(s) including:
  - a. Interactive session(s) providing attending stakeholders the opportunity to discuss and validate findings and corrective actions in the draft AAR/IP.
8. Final consensus AAR/IP including:
  - a. SMART objectives for corrective actions.
  - b. Responsible parties for improvement plan items.
  - c. Timeline for addressing improvement items.

### **Common Approach to the AAR/IP**

The successful Applicant should, at a minimum, include the following:

1. Engagement of all key stakeholders through outreach, introduction, and overview of the project.
2. Complete project components with established timelines.
3. Information collection:
  - a. For the AAR, development of a research plan for on- and off-site data collection, analysis, and development of lessons learned. Data collection will consist of, but not be limited to:
    - i. Collection and review of materials
    - ii. Confidential interviews
    - iii. Focus groups/round tables
    - iv. Surveys
    - v. Media analysis

4. After-Action meeting(s) including:
  - a. A session providing attendees the opportunity to discuss and validate the findings and corrective actions in the draft AAR/IP.
5. Final consensus AAR/IP including:
  - a. SMART objectives for corrective actions.
  - b. Responsible parties for improvement plan items.
  - c. Timeline for addressing improvement items.
6. Conduct a review of overarching preparedness planning, including but not limited to the following:
  - a. Local emergency plans and inclusion of contingencies for applicable scenarios.
  - b. Capabilities associated with incident planning.
  - c. Response to previous incidents.
  - d. Interoperability plans.
  - e. Pre-staging of resources.
  - f. Activation of the ICPHD DOC and staffing levels.

## **PROJECT PHASES**

ICPHD anticipates a four-phased approach to developing an effective AAR and IP; however, alternate proposals are allowable. The phases are as follows:

- Phase I: Project Initiation
- Phase II: After Action Interviews, Surveys, and Documentation Review
- Phase III: AAR Report and IP Development
- Phase IV: Presentation of Final AAR/IP

### **Phase I: Project Initiation**

The successful Applicant will conduct a project management team meeting with the ICPHD Project Manager to validate the proposed work plan, identify internal and external key stakeholders, clarify the main areas or issues that should be covered in the AAR, and review the proposed timeline for completing the AAR.

The successful Applicant and the ICPHD Project Manager will identify key individuals from ICPHD, County departments, external agencies and community partners to be interviewed, and participate in interactive roundtable session(s), etc.

The successful Applicant shall establish a secure project team collaboration website using Microsoft SharePoint/Teams. This website shall be hosted and maintained by the successful Applicant throughout the project and will serve as a document repository, allowing designated users access to documents throughout the project. All documents shall become the property of the ICPHD upon project completion.

The successful Applicant shall conduct a virtual or in-person stakeholder kickoff meeting with appropriate representatives of departments, agencies, organizations, and others that will be involved in the after-action review process.

### **Phase I Anticipated Deliverables**

1. Project management team meeting (virtual)
  - a. Draft meeting agenda
  - b. Final meeting agenda
  - c. Meeting materials
  - d. Draft meeting notes (within 7 business days of meeting)
  - e. Final meeting notes
2. Final work plan and timeline – agreed upon by ICPHD and Applicant
3. Activate Microsoft SharePoint/Teams project site
4. Stakeholder Kick Off Meeting
  - a. Registration of participants
  - b. Participant sign-in sheet
  - c. Draft stakeholder meeting agenda
  - d. Final stakeholder meeting agenda
  - e. PowerPoint presentation
  - f. Meeting handouts (copies for all meeting participants)

### **Phase II: After Action Interviews, Surveys, and Documentation Review**

ICPHD will provide the successful Applicant with a copy of all applicable plans that were in place/activated during the incident and any operational materials that were utilized, including incident action plans, meeting minutes, situation reports, status updates, hotwash feedback data, etc. The Applicant shall review plans and other documentation to obtain information that can contribute to the after-action process, AAR report, and the IP. The document review process will help the successful Applicant understand the roles and responsibilities of the various entities, the processes that were expected to be followed, and the capabilities and technology available to responding entities. Review of incident reports will allow the successful Applicant to build the incident overview and an incident response timeline. Documents to review include, but may not be limited to:

- Emergency Management Plan
- Situational Reports
- Incident Action Plan
- Operational Plan
- Logs from participating Emergency Operations Centers and other operational facilities

The findings from this review will be incorporated into the AAR at the appropriate time. A draft of this section of the AAR report is a deliverable under this task. This section should detail best practices and identify gaps from the documentation review. The findings from this review must also be linked into the AAR where appropriate.

The successful Applicant will then coordinate and facilitate after-action interviews and/or surveys with internal and external stakeholders involved in the response. The interviews can be in person or virtual. The after-action interviews will include, but are not limited to, the following areas:

- Common preparedness and response issues
- Emergency Operations Center (EOC) operations
- Medical Health Operations Coordinator (MHOAC) Program
- Healthcare/Hospital support/System of Care
- EMS transportation/patient movement
- Alternate Care Site/Crisis Standards of Care
- Health equity operations
- Call center
- Epidemiology surveillance
- Epidemiology/case investigation
- Epidemiology/contact tracing
- Outbreak investigation
- COVID Testing
- Laboratory/Testing
- Vaccine management and distribution
- Logistics
- Re-opening guidance
- Public information
- Health informatics
- Financial and administrative preparedness
- Response staffing

If proposed, the successful Applicant may distribute surveys to individuals, agencies, and organizations that are unable to participate in the after-action interviews. ICPHD will review the proposed interview topics and/or the surveys prior to conducting the interviews/surveys.

### **Phase II Anticipated Deliverables**

1. Documentation Review
  - a. Review documents as detailed above
  - b. First draft of the incident overview, timeline and documentation review section of the AAR Report.
2. Interviews/Surveys

- a. Direct scheduling of interviews with stakeholders
- b. Draft interview/survey questions for each interview
- c. Final interview/survey questions for each interview
- d. Conduct interviews or surveys with stakeholders
- e. Documented notes from each interview session

### **Phase III: AAR Report and Improvement Plan Development**

The AAR/IP must assess strengths, identify areas for improvement, and present a roadmap for improvements that may be needed. The AAR/IP document will be a summary of the findings identified during interviews and surveys, including strategies and action items that should be implemented to improve future response and recovery efforts.

The successful Applicant will develop an annotated outline for the ICPHD Project Manager to approve. Upon approval of the outline, the successful Applicant will develop an initial draft, in alignment with the agreed upon timeline. The successful Applicant will follow up with interviewees for any corrections, clarifications, and additional feedback necessary.

The AAR will be finalized through incorporation of the corrections, clarifications, and other feedback provided by stakeholders, interviewees, and ICPHD. The AAR/IP must include a detailed root cause analysis for each area of improvement, as well as a recommended course of action including specific, measurable, achievable, relevant, and time-bound (SMART) objectives for corrective actions to address each area for improvement. The IP component of the report must contain IP matrices which assign responsible parties and timeframes for implementing recommended actions.

The AAR/IP must be constructed to detail overall findings that relate to preparedness, response and recovery findings and an associated improvement plan matrix. In addition, the AAR/IP must include jurisdictional/function-specific annexes that detail findings and an IP matrix for each functional area.

The Draft 1 AAR/IP (full report including annexes) must be provided to ICPHD for review and comment. The successful Applicant will conduct a meeting with ICPHD to review this initial report. The successful Applicant will then incorporate edits and comments from ICPHD through an iterative process until ICPHD approves an updated draft, which will become the Draft 2 AAR Report.

The pertinent components of the Draft 2 AAR/IP will be shared with the stakeholders for review and comment. The successful Applicant shall coordinate and conduct an interactive AAR after-action meeting with the stakeholder group to review the AAR and to discuss and validate the analytical findings and corrective actions and obtain support for the actions and strategies outlined in the improvement plan matrix. The successful



Applicant will facilitate, at minimum, a two-hour session to discuss the AAR and any needed revisions. The successful Applicant will provide a lead and a support facilitator.

The successful Applicant will incorporate stakeholder feedback into the report and the annexes and provide the updated version of the full draft AAR Report (Draft 3 AAR Report) to ICPHD for review within 60 days of the after-action conference. Once ICPHD has reviewed the Draft 3 AAR Report, the successful Applicant will develop the final Draft AAR Report.

The successful Applicant understands that there may be significant public and media interest in the findings of the report. The successful Applicant will develop both a public version and a "For Official Use Only" version of the AAR. The final Draft AAR Report will be submitted to ICPHD for final review and comment. ICPHD's final comments will be provided within 15 business days of receipt of the final Draft AAR Report.

### **Phase III Anticipated Deliverables**

1. AAR outline
2. Draft 1 AAR
3. Conduct meeting with ICPHD
  - a. Meeting Agenda
  - b. PowerPoint Presentation
  - c. Meeting Materials
4. Draft 2 AAR Report
5. Conduct after action meeting with stakeholders/functional groups
  - a. Meeting coordination and notification for each conference
  - b. Meeting agenda for each conference
  - c. PowerPoint presentation for each conference
  - d. Meeting materials for each conference
6. Draft 3 AAR Report
7. Final Draft AAR Report

### **Phase IV: Presentation of Final AAR/IP**

Upon incorporation of any revisions to the final draft, the successful Applicant shall submit the final report electronically to ICPHD within 7-10 business days. The successful Applicant will conduct a meeting with ICPHD and other key leadership to present and conduct a final review of the Final Draft AAR/IP. The successful Applicant will incorporate feedback received from the meeting and finalize the AAR/IP.

Upon acceptance of the final AAR/IP, the ICPHD shall consider the project complete, and the deliverables accepted. Five percent (5%) of the final payment will be held back until the project is completed.

### **Phase IV Anticipated Deliverables**

1. Presentation

- a. Draft Meeting Agenda
  - b. Final Meeting Agenda
  - c. PowerPoint Presentation
  - d. Meeting Materials
2. Electronic version of FINAL AAR/IP

**TIMELINE**

Below is the proposed time schedule for this project (may be adjusted as necessary.)

- Release of RFP Guidelines\_\_\_\_\_August 30, 2023
- Letter of Intent to Apply Deadline\_\_\_\_\_September 11, 2023
- Deadline for Written Questions from Applicants\_\_\_\_\_September 13, 2023
- Answers to Questions\_\_\_\_\_September 21, 2023
- Deadline to Submit Proposals\_\_\_\_\_September 28, 2023
- Evaluation and Scoring of Proposals\_\_\_\_\_October 02-09, 2023
- Selection of Successful Consultant\_\_\_\_\_October 10, 2023
- Finalization of Agreement with Successful Consultant\_\_\_\_\_October 31, 2023
- Approval of Agreement by Board of Supervisors\_\_\_\_\_November 14-December 05, 2023

**LETTER OF INTENT TO APPLY**

Although a Letter of Intent (LOI) to apply is not required, Applicants are highly encouraged to submit a LOI by **4:00 p.m. Pacific Standard Time (PT) on September 11, 2023**. The LOI is not binding and does not enter into the review of applications, but the information that it contains will be helpful to the County of Imperial and ICPHD in planning for the review of applications and estimating the potential workload.

If submitting a LOI, it should be on the Applicant’s letterhead, and no more than two (2) pages. Include the following on the LOI:

- Title of the RFP
- Name and address of the organization that will contract with the County of Imperial to complete the project
- Email address and telephone number of the primary contact for the project
- Brief description of the Applicant’s experience conducting AARs/IPs
- One – two references that are linked to the applicant’s previous AAR/IP project(s)

**Please submit the LOI to:**

Imperial County Purchasing Department  
 Attn: Rhoda Hoffman

**Re: COVID-19 After Action Report and Implementation Plan**  
 1125 Main Street, El Centro, CA 92243

## **USE OF FUNDS**

The resulting contract will be funded through funds allocated to the County of Imperial from the American Rescue Plan Act (ARPA), and as such, compliance with additional federal terms and conditions is required. Funds may be used for project staff salaries and benefits, Applicant fees, data collection and analysis, meetings, supplies, project-related travel, and other direct project expenses, including a limited amount of equipment essential to the project, and indirect expenses. Funds may not be used to subsidize individuals for the costs of healthcare, to support clinical trials, to construct or renovate facilities, or as a substitute for funds currently being used to support similar activities.

## **PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

All proposals must be typed in English and are limited to 10-12 pages for the narrative section. This page limit does not include the checklist, cover sheet, table of contents, cost proposal, exhibits, or attachments. Use 12-point font, single spacing, 1-inch margins, include a page number at the bottom of the page, and double-side the paper. Elaborate artwork and expensive paper and binding are neither necessary nor desired. Please use either a staple or binder clip to secure each of the proposals. If the Applicant chooses to recreate any of the exhibits on a word processor, please ensure that they are recreate the original format exactly and that no information is omitted. Include letters of support and other supporting documentation in the appendix. Use the headings listed below and in that order.

- Proposal Checklist (Exhibit A)
- Proposal Cover Sheet (Exhibit B)
- Table of Contents
- Proposal Content
  - Section 1: Applicant Profile and Qualifications
  - Section 2: Personnel
  - Section 3: Project Description and Scope of Work
  - Section 4: Evaluation Design, Implementation, Analysis and Dissemination Plan
  - Section 5: Budget Proposal
- Budget Proposal Template (Exhibit C)
- Appendix

The proposal must be submitted in the name of the Applicant that will contract with the County of Imperial to complete the project. The proposal must be signed by the Applicant's authorized agent.

All proposals and supporting documents are due to the Imperial County Purchasing Department by **4:00 p.m. PT on September 28, 2023**. Please submit 1 original, 1 electronic copy (i.e., USB flash drive) plus 6 complete copies either by mail or hand delivery to:

Imperial County Purchasing Department  
Attn: Rhoda Hoffman  
**Re: COVID-19 After Action Report and Implementation Plan**  
1125 Main Street  
El Centro, CA 92243

All proposals received will be stamped with date and time received. Proposals submitted to any other location will not be accepted. Postmarks will not be accepted as meeting the deadline requirement. It is the sole responsibility of the Applicant to ensure that the proposal is complete at the time of submission. Any proposal not meeting these RFP requirements will be recorded as non-compliant.

**PROPOSAL CONTENT**

The Applicant is responsible for preparing an effective, clear, and concise proposal. To be considered for selection, Applicants must submit a complete response to this Request for Proposal that includes the mandatory information and/or requirements in the sections outlined below and in that order. Failure to provide any of the information requested below may be cause for the proposal to be rejected.

**Section 1: Applicant Profile and Qualifications (10 points)**

Briefly describe your entity and how long it has been established. Give examples and evidence of prior successes and current projects which show that it can accomplish the goals of the project. Describe the Applicant's experience working with AARs and IPs and with community organizations, key stakeholders and others. Include the entity's experience working with rural, socioeconomically disadvantaged communities. Disclose any conflict or potential conflict that the entity may have if submitting a proposal.

**Section 2: Personnel (10 points)**

Identify all staff who will work on this project and any experience they have had with AAR/IP projects. Include their experience working with diverse communities. Name the person who will be primarily responsible for achieving the goals of the proposed project and discuss the person's experience in managing similar projects. In the appendix, include all staff job descriptions, a copy of the organizational chart, and, as applicable, copies of employee or business permits or licenses needed for the applicant to perform the proposed services.

**Section 3: Scope of Work (45 points)**

Include the Applicant's plan to develop, conduct and facilitate an AAR and IP. As part of this plan/scope of work, Applicants are required to provide sufficient detail to reflect/demonstrate an understanding of and previous experience in AAR/IP processes. Indicate the earliest date you would be able to commence work on this project. Indicate in your proposal any portion of work that would be performed by a sub-contractor. Provide a list of at least three (3) clients, one (1) of them should be from California, for whom you have

conducted an AAR and IP within the last three (3) years, comparable to that described within this Request for Proposal. Indicate client organization name, contact person, and phone number. Applicants are also required to include a visual description, such as a Gantt chart, that illustrates the timeline of proposed project activities. The visual/Gantt chart is not part of the 10–12-page narrative limit.

**Section 4: Evaluation Design, Implementation, Analysis and Dissemination Plan (25 points)**

Applicants must develop and/or adopt an evaluation plan that outlines the rationale, general content, scope and sequence of evaluation strategies that will be conducted as part of this project. Proposals must include how outcomes will be accomplished and measured. Include a description of the information that will be collected to evaluate the project, how it will be collected, and how information will be analyzed. Describe who will be responsible for collecting and analyzing the information. Finally, proposals must include a description of dissemination strategies to make evaluation results accessible to the community and relevant to stakeholders in English and Spanish.

**Section 5: Budget Proposal (10 points. Not part of the 10-12-page narrative limit.)**

Complete the required budget template (Exhibit C) showing the amount and purpose of requested funds. Provide a detailed justification of all items for the budget and explain how the line item serves the goals of the project. Proposals will be evaluated, in part, on how well the proposal maximizes expenditures. The Applicant is to provide proof of financial stability enabling the firm to be capable of meeting the requirements of this Request for Proposal.

**FUNDING DECISION**

The funding decision will be made by an Evaluation Committee appointed by the ICPHD. Proposals will be scored according to the points awarded in each section of the application. A scoring matrix will be used to evaluate the proposals. All proposals will be reviewed by the Evaluation Committee and a maximum of one (1) award will be made based on the Evaluation Committee's recommendation. The notice of intent to make awards, when decided, will be posted at <https://purchasing.imperialcounty.org/rfqs-rfps/>. Notice of intent to make awards and denials of awards will be mailed to all applicants after the notice of intent to make an award has been posted.

Protests rules can be found in the Purchasing Departments Purchasing Policy. Appeals or objections must be specific, identifying the nature of the protest or objection, and stating all of the facts that form the basis for the appeal. The Applicant must also specify the reason(s) for the appeal or objection citing law, rule, regulation or procedures upon which the appeal is based. Any appeal or objection must be forwarded to the Imperial County Purchasing Department by certified or registered mail or delivered in person.

## REJECTION OF PROPOSALS

The County of Imperial reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County of Imperial to do so. Failure to submit a complete proposal that follows the proposal format requested will disqualify the proposal. Neither supplements nor late proposals will be accepted.

## PROPOSAL EVALUATION AND SCORING

Responsive proposals will be evaluated and scored as noted below. Each proposal must contain all information requested in the RFP, as well as any other information the Evaluation Committee will need to effectively evaluate the proposal.

CATEGORY	TOTAL POSSIBLE SCORE
1. Applicant Profile and Qualification	10 points
2. Personnel	10 points
3. Project Description, Scope of Work, Timeline (e.g., Gantt Chart)	45 points
4. Evaluation Design, Implementation, Analysis and Dissemination Plan	25 points
5. Budget Proposal	10 points
<b>Total Possible Points</b>	<b>100 points</b>

## ADMINISTRATIVE REQUIREMENTS

The County of Imperial reserves the right to accept or reject any or all proposals submitted, or to request clarification or additional information or an alternative presentation of data from any applicant, at the County's sole discretion. Further, while every effort has been made to ensure the information presented in the RFP is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document.

All proposals become the property of the County, and as such, become public record available for review by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act, define public records as any writing containing information relating to the conduct of the public's business. This applies to proposals submitted pursuant to this RFP. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public records, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.

## COMPLIANCE WITH NONDISCRIMINATION LAWS

The law requires that persons or organizations that receive public funds may not unlawfully discriminate against persons for certain reasons. The Applicant must complete the attached Statement of Nondiscrimination Compliance Form (Exhibit D). The Statement of Compliance must accompany the proposal to comply with Government Code Section 12990 and California Administrative Code, Title 11, Division 4, Chapter 5.

### **PROOF OF NONPROFIT STATUS/ARTICLES OF INCORPORATION**

Nonprofit organizations must provide documentation evidencing tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board. Applicants who are corporations (profit or non-profit) must submit a copy of the organization's Articles of Incorporation and evidence of official action by its governing body to submit a proposal. If an organization is in the process of being incorporated by the California Secretary of State, a proposal may be submitted contingent upon providing proof of the incorporation process.

### **CONTRACT REQUIREMENTS**

It is recognized that the formal basis of any agreement between the County and the Applicant is a contract rather than a proposal. In submitting price quotes, Applicants must indicate that they are prepared to complete a contract containing all the information submitted in their price quote. The price quote will become part of the contract between the County and the successful Applicant. A sample of the County's standard contract is included as Attachment A.

### **INSURANCE REQUIREMENTS**

Evidence must be provided of the Applicant's ability to obtain coverage in the required amounts during each contract year. The Applicant must provide evidence of the ability and intent to maintain the required coverage and to name the County of Imperial and Imperial County Public Health Department as additional insured. A standard certificate of insurance describing the current insurance coverage issued by a broker or agent must be presented prior to the commencement date of the contract. A letter from an insurance company or broker confirming the fact that coverage can begin on the projected start date of the project is adequate for the purpose of submitting a proposal.

If awarded a contract, the Applicant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the County.

### **UNDUE INFLUENCE**

The Applicant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the County in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the County will receive compensation, directly or indirectly, from the Applicant, or from any officer, employee or agent of the Applicant, in connection with the award of the Agreement of any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the County to any and all remedies by law or in equity.

### **OTHER REQUIREMENTS**

As needed or required, applicants must provide copies of all permits, employee licenses or business, state and/or clinic licenses needed for the prospective contractor to perform the proposed services.

**INQUIRIES**

For questions or further information, contact:

County of Imperial

Attn: Rhoda Hoffman

**Subject line: COVID-19 After Action Report and Implementation Plan**

Rhodahoffman@co.imperial.ca.us

**Exhibit A**

**PROPOSAL CHECKLIST**

This checklist includes the items that must be submitted in the proposal and in the order outlined below. This checklist is to ensure that a complete proposal is submitted. Complete the checklist and submit it as the first item.



**Exhibit B**

Proposal Checklist (Exhibit A)
Proposal Cover Sheet (Exhibit B)
Table of Contents
Proposal Content Section 1 – Entity Profile and Qualifications Section 2 – Personnel Section 3 – Project Description, Scope of Work, Timeline (e.g., Gant Chart) Section 4 – Evaluation Design, Implementation, Analysis and Dissemination Plan Section 5 – Budget Proposal
Budget (Exhibit C)

**APPENDIX**

Job Descriptions
Organizational Chart
Statement of Non-discrimination Compliance (Exhibit D)
Proof of Non-profit Status
Smoke-Free Environment Statement (Exhibit E)
As applicable, copies of all permits, employee licenses or business, state and/or clinic licenses needed for the prospective contractor to perform the proposed services.
Additional documents

**PROPOSAL COVER SHEET**

Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Executive Director: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Title: **COVID-19 After Action Report and Improvement Plan**

Brief overview:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_  
Duration of the Project: \_\_\_\_\_ Expected Start Date: \_\_\_\_\_  
Business Tax ID Number: \_\_\_\_\_

I certify that all statements in this exhibit are true. This certification constitutes a warranty, the falsity of which shall entitle the County of Imperial to pursue any remedy authorized by law which shall include the right, at the option of the County, of declaring any contract made as a result hereof to be void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the person or entity's qualification to provide services.

I certify that \_\_\_\_\_ will comply with all requirements specified in the RFP which are applicable to the services which we wish to provide. I agree to the right of the County to audit financial and other records of said name/entity: \_\_\_\_\_.

\_\_\_\_\_  
Name of Applicant or Authorized Agent (please print)

\_\_\_\_\_  
Signature of Applicant or Authorized Agent

\_\_\_\_\_  
Date

**Exhibit C**

**BUDGET PROPOSAL**

Project Term: \_\_\_\_\_

**Section 1: Expense Summary**

Expense Categories	Total of all Proposed costs
Salary	

Fringe	
Operating	
Equipment	
Travel	
Indirect Cost	
Other (Specify)	
<b>Overall Total</b>	<b>\$</b>

**Section 2: Budget Justification**

Provide a detailed justification of the expenses listed in Section 1. Use additional sheets, as needed.

**Exhibit D**

**STATEMENT OF NONDISCRIMINATION COMPLIANCE**

Prospective Contractor agrees that all persons employed by Prospective Contractor shall be treated equally by Prospective Contractor without regard to or because of race, color, religion, ancestry, national origin, handicap, gender, marital status, age, medical condition or sexual orientation and in compliance with all anti-discrimination laws of the United States of America and the State of California. Prospective Contractor agrees that it shall include in its written

contracts with any subcontractors a pledge by the subcontractor that the subcontractor will not engage in any unlawful discrimination. Prospective Contractor shall, if requested to do so by the County of Imperial, certify that Prospective Contractor has not discriminated against applicants, employees or subcontractors because of their membership in a protected class during the performance of this Agreement. The County of Imperial hereby notifies Prospective Contractor that Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 apply to this Agreement and are incorporated herein by this reference with the same force and effect as if those laws were specifically set out herein and Prospective Contractor agrees to comply with said statute and regulation. "Prospective Contractor" hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation and maintenance of a nondiscrimination program.

I, \_\_\_\_\_, hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ in the County of Imperial is made under the penalty of perjury under the laws of the State of California.

_____ Name of Authorized Agent (please print)	_____ Title
_____ Signature of Authorized Agent	_____ Date

**Exhibit E**

**SMOKE-FREE ENVIRONMENT STATEMENT**

As a material condition of the contract, the Prospective Contractor agrees that the Prospective Contractor and the Prospective Contractor's employees, while receiving funding from the County of Imperial:

1. Shall not use/possess tobacco products while using the Prospective Contractor’s property e.g. vehicle, equipment;
2. Shall not sell, offer or provide tobacco products on Prospective Contractor’s premises;
3. The Prospective Contractor will participate in County of Imperial sponsored in-service trainings on tobacco education and cessation and will have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by the County of Imperial.
4. Prospective Contractor assures that the Prospective Contractor and its employees have no current business association or relationship with the tobacco industry; and
5. The County of Imperial may terminate for default or breach of this Contract and any other Contract the Prospective Contractor has with the County of Imperial, if the Prospective Contractor or Prospective Contractor’s employees, are determined by the contracting officer, not to be in compliance with the conditions set forth in this RFP.

I, \_\_\_\_\_, certify that I will comply with all requirements specified herein in recognition of individual rights to work in a safe, healthy and productive environment.

\_\_\_\_\_  
Name of Authorized Agent (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

**Attachment A**

**SAMPLE  
PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN  
 COUNTY OF IMPERIAL AND CONSULTANT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), made and entered into effective the day of \_\_\_\_\_, 2022, by and between the **County of Imperial**, a political subdivision of the

State of California, through its Public Health Department (“COUNTY”) and **CONSULTANT**, an active California corporation in good standing, (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

**RECITALS**

**WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide professional services for preparation of a NAME OF PROJECT (“Project”); and

**WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform the Project services; and

**WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the services required for the Project.

**NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and CONSULTANT have and hereby agree to the following:

**1. INCORPORATION OF RECITALS.**

Parties hereby certify that to the best of their knowledge, the above recitals are true and correct. The above recitals are hereby adopted and incorporated within this Agreement.

**2. DEFINITIONS.**

**2.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and project requirements to prospective bidders entitled, “PROJECT NAME” dated \_\_\_\_\_. The Request for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

**2.2.** “Proposal” shall mean CONSULTANT’s document entitled, “TITLE OF PROPOSAL,” dated \_\_\_\_\_, and submitted to COUNTY’s Department of Public Health. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein by reference.

**3. CONTRACT COORDINATION.**

**3.1.** The Director of Public Health, or his/her designee, shall be the representative of COUNTY for all purposes under this Agreement. The Director of Public Health, or his/her designee, is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the progress and execution of this Agreement.

**3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of COUNTY’s Contract Manager.

**4. DESCRIPTION OF WORK.**

CONSULTANT shall provide all materials and labor to perform this Agreement consistent with the RFP and Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict amongst this Agreement, the RFP and the Proposal, the RFP shall take precedence over the Proposal, and the Agreement shall take precedence over both.

**5. WORK TO BE PERFORMED BY CONSULTANT.**

- 5.1.** CONSULTANT shall comply with all terms, conditions, and requirements of the RFP, the Proposal, and this Agreement.
- 5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONSULTANT hereunder.
- 5.3.** CONSULTANT shall:
  - 5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this agreement;
  - 5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement;
  - 5.3.3.** At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
  - 5.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

**6. REPRESENTATIONS BY CONSULTANT.**

- 6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the multiple areas specified in the Proposal. CONSULTANT has represented itself to be an expert in these fields and understands that COUNTY is relying upon such representation.
- 6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.3.** CONSULTANT shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONSULTANT has received written authorization from COUNTY's Contract Manager to do so.
- 6.4.** CONSULTANT represents and warrants that the people executing this Agreement on behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.
- 6.5.** CONSULTANT represents and warrants that any employee, subcontractor, and/or agent who will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are true and correct.
- 6.7.** CONSULTANT understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONSULTANT if such representations were not made.

- 6.8. CONSULTANT understands and agrees not to discuss this Agreement or work performed pursuant to this Agreement with anyone not a party to this Agreement without the prior permission of COUNTY. CONSULTANT further agrees to immediately advise COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to this Agreement.
- 6.9. Prior to accepting any work under this Agreement, CONSULTANT shall perform a due diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT may have with respect to the work requested.
- 6.10. CONSULTANT understands and agrees that in the course of performance of this Agreement, CONSULTANT may be provided with information or data considered by the owner or the COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as confidential. CONSULTANT shall take all necessary steps necessary to maintain such confidentiality including but not limited to restricting the dissemination of all material received to those required to have such data in order for CONSULTANT to perform under this Agreement.
- 6.11. CONSULTANT represents that the personnel dedicated to this project, as identified in CONSULTANT's Proposal, will be the people to perform the tasks identified therein. CONSULTANT will not substitute other personnel or engage any contractors to work on any tasks identified herein without prior written notice to COUNTY.

7. **TERM OF AGREEMENT.**

This Agreement shall commence on the date first written above and shall remain in effect until the services provided as outlined in Section 4, ("DESCRIPTION OF WORK"), have been completed, unless otherwise modified or terminated as provided for in this Agreement.

8. **COMPENSATION.**

- 8.1. The total compensation payable under this Agreement shall not exceed **Amount of Bid**, unless otherwise previously agreed to in writing by COUNTY.
- 8.2. The fee for any additional services required by COUNTY will be computed either on a negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT and based on CONSULTANT's current standard rates as set forth in the Proposal. Additional services or costs will not be paid without a prior written agreement between the Parties.
- 8.3. Except as provided under Paragraphs 8.1 and 8.2, COUNTY shall not be responsible to pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or other remuneration.

9. **PAYMENT.**

CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit "B."** COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing.

10. **METHOD OF PAYMENT.**

CONSULTANT shall at any time prior to the fifteenth (15<sup>th</sup>) day of any month, submit to COUNTY a written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. No payment shall be made by COUNTY prior to the claims



being approved in writing by COUNTY's Contract Manager or his/her designee. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

**11. TIME FOR COMPLETION OF THE WORK.**

The Parties agree that time is of the essence in the performance of this Agreement. Program scheduling shall be as described in the Exhibits unless revisions are approved by both COUNTY's Contract Manager and CONSULTANT's Contract Manager. Time extensions may be allowed for delays caused by COUNTY, other governmental agencies or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

**12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

CONSULTANT shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

**12.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to CONSULTANT's charges for services or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

**12.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

**12.3.** Any records or documents required to be maintained by CONSULTANT pursuant to this Agreement shall be made available to COUNTY for inspection or audit at any time during CONSULTANT's regular business hours provided that COUNTY provides CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONSULTANT's address indicated for receipt of notices under this Agreement.

**13. SUSPENSION OF AGREEMENT.**

COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of suspension.

**14. TERMINATION.**

COUNTY retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of benefit to COUNTY. Said compensation is to be arrived at by mutual agreement between COUNTY and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be

binding upon the Parties.

**15. INSPECTION.**

CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

**16. OWNERSHIP OF MATERIALS.**

All original drawings, videotapes, studies, sketches, computations, reports, information, data and other materials given to or prepared or assembled by or in the possession of CONSULTANT pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered to COUNTY upon demand, whether or not completed, and shall not be made available to any individual or organization without the prior written approval of COUNTY.

**17. INTEREST OF CONSULTANT.**

**17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

**17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.

**17.3.** CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.

**18. INDEMNIFICATION.**

CONSULTANT shall hold harmless, defend, and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, CONSULTANT shall be responsible for COUNTY's defense costs to the extent such costs are incurred as a result of CONSULTANT's negligence, recklessness or willful misconduct.

**19. INDEPENDENT CONTRACTOR.**

In all situations and circumstances arising out of the terms and conditions of this Agreement, CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

**19.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement or any other agreement.

**19.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this Agreement.

- 19.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Workers' Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.
- 19.4. CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.
- 19.5. CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.
- 19.6. COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.
- 19.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of COUNTY.
- 19.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.

**20. INSURANCE.**

- 20.1. Consultant, at its sole cost and expense, shall at all times during the term of this Agreement maintain insurance coverage set forth on **Attachment B** (Insurance Requirements), attached hereto and incorporated herein by this reference, on the terms and conditions described therein.
- 20.2. Evidence of such insurance coverage shall be provided to County by Consultant prior to commencing performance of the services under this Agreement in the form of a Certificate of Insurance sent to the following addresses:

County of Imperial  
Risk Management Department  
940 Main Street, Ste. 101  
El Centro, CA 92243

and

Auditor-Controller  
Imperial County  
940 Main Street, Suite 108  
El Centro, CA 92243

**20.3.** Additional Insurance: Nothing in this, or any other provision of this Agreement, shall be construed to preclude the Consultant from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

**21. PREVAILING WAGE.**

**21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

**21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at COUNTY’s Department of Public Health and available to CONSULTANT and any other interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.

**21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

**21.3.1.** CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

**21.3.2.** CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

**21.3.3.** CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1810 regarding the legal day’s work; and

**21.3.4.** CONSULTANT has reviewed and agrees to comply, when applicable, with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

**21.3.5.** CONSULTANT has reviewed and agrees to comply, when applicable, with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

**22. ASSIGNMENT.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other specialists to perform services as required with prior approval by COUNTY.

**23. NON-DISCRIMINATION.**

**23.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.

- 23.2. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 23.3. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
- 23.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 23.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 23.6. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 23.7. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

24. **NOTICES AND REPORTS.**

- 24.1. Any notice and reports under this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

<b>COUNTY</b>	<b>CONSULTANT</b>
Public Health Department	XXXXX
935 Broadway	XXXXX
El Centro, CA 92243	XXXXX
	XXXXX

County of Imperial  
Clerk of the Board of Supervisors  
940 W. Main Street, Suite 209  
El Centro, CA 92243

- 24.2. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight carrier.
- 24.3. The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

**25. ENTIRE AGREEMENT.**

This Agreement contains the entire Agreement between COUNTY and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

**26. MODIFICATION.**

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

**27. CAPTIONS.**

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

**28. PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

**29.1.** As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender.

**29.2.** CONSULTANT as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

**29.3.** All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes the Agreement.

**30. WAIVER.**

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

**31. CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either party with respect to this agreement shall be brought in a court of competent jurisdiction within said County.

**32. AUTHORITY.**

**32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:

**32.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;

**32.1.2.** Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

**32.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.  
**32.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the foregoing within thirty (30) days of execution of this Agreement.

**33. COUNTERPARTS.**

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

**34. REVIEW OF AGREEMENT TERMS.**

**34.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this Agreement.

**34.2.** Each Party represents and warrants to and covenants with the other Party that:

**34.2.1.** This Agreement in its reduction to final written form is a result of extensive good faith negotiations between the Parties and/or their respective legal counsel; and

**34.2.2.** The Parties and their legal counsel have had the opportunity to carefully review and examine this Agreement for execution by said Parties.

**34.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**35. NON-APPROPRIATION.**

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the services set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to CONSULTANT of the unavailability and/or non-appropriation of funds.

**36. FEDERAL TERMS AND CONDITIONS.**

The use of federal funds to pay for the services covered by this Agreement subject the Parties to compliance with all applicable Federal Terms and Conditions cited in Attachment C. Contractor agrees to comply with all applicable federal provisions.

**[Remainder of Page Left Blank Intentionally]**

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

**COUNTY OF IMPERIAL**

**Consultant**

By: \_\_\_\_\_  
Name and title  
Imperial County Board of Supervisors

By: \_\_\_\_\_  
Consultant Name and Title

**ATTEST:**

By: \_\_\_\_\_  
Name, Clerk of the Board,  
County of Imperial, State of California

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney name  
County Counsel



## FEDERAL TERMS AND CONDITIONS

### 1. Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, to the extent that this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, Contractor agrees at all times during the term of this Agreement to comply with and abide by the following:

- 1.1. The equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- 1.2. The regulations implementing the Equal Opportunity Clause at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

### 2. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).

To the Extent that this Agreement is for construction services (new construction or repair), Contractor agrees at all times during the term of this Agreement to comply with and abide by:

- 2.1. The Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), and that such terms and regulations are a part of this Agreement and incorporated herein by this reference. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 2.2. The terms of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), and that such terms and regulations are a part of this Agreement and incorporated herein by this reference. The Act provides that each contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701 et seq., as supplemented by Department of Labor regulations (29 CFR Part 5), and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

Under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. Rights to Inventions Made Under a Contract or Agreement.

To the extent this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

5. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

To the extent this Agreement is in excess of \$150,000, Contractor agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor further agrees to report any violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. Debarment and Suspension (Executive Orders 12549 and 12689)

Contractor certifies that neither the Contractor nor any of Contractor's agents, subcontractors or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and its implementing guidelines. Contractor agrees to immediately notify County if Contractor or any of Contractor's agents, subcontractors or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

To the extent this Agreement is in excess of \$100,000, Contractor certifies that neither Contractor nor any of Contractor's agents, subcontractors or employees who may perform services under this Agreement have used and nor will they use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Contractor agrees to immediately notify County if Contractor or any of Contractor's agents, subcontractors or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## **INSURANCE REQUIREMENTS**

### **1. General Provisions Applying to All Policies**

#### **1.1. Coverage Term**

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the County at least ten (10) business days prior to

the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

1.2. Policy Cancellation or Termination and Notice of Non-Renewal

Contractor shall provide to the County within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

1.3. Premiums Assessments and Deductibles

Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

1.4. Primary Clause

Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the County.

1.5. Insurance Carrier Required Rating

All insurance companies must carry an AM Best rating of at least "A—" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

1.6. Endorsements

Any required endorsements requested by the County must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

1.7. Inadequate Insurance

Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

1.8. Use of Subcontractors

In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the County equal to policies, coverages, and limits required of Contractor.

**2. Insurance Coverage Requirements**

Contractor shall provide County certificates of insurance evidencing the following coverage:

2.1. Commercial General Liability

Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The County of Imperial, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the County of Imperial under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2.2. Automobile Liability

Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The County of Imperial, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the County of Imperial under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2.3. Worker's Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on County owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the County. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2.4. Professional Liability

Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.