



**COUNTY OF SONOMA  
DEPARTMENT OF HEALTH SERVICES VIDEO CONFERENCING PROGRAM**

**Request for Proposals (RFP)**

The County of Sonoma is pleased to invite you to respond to a Request for Proposal for a Video Conferencing Solution for the Department of Health Services.

Proposals must be received no later than 2:00 p.m. on December 21, 2011.

**A. *Introduction/Purpose***

**1. Project Background and Description**

ISD is responsible for the support and coordination of technology services in 26 County Departments. This includes the provision and support of Countywide networks, a mainframe computer, approximately 3,800 desktop computers, numerous business applications, County and departmental Internet and Intranet sites, as well as radio and telephone communications, records management, and reprographic services.

**2. Desired Goals/Objectives/Outcomes**

The County of Sonoma's objective is to identify an Information Technology (IT) Company capable of providing a video conferencing solution for the Department of Health Services that will enable them to more effectively and efficiently conduct County business with internal and particularly external agencies.

**B. *Statement of Requirements - Services Required of Successful Vendor***

**General Scope of Work** – Each vendor shall define the services to be offered, how these services would be used to the Department of Health Services advantage, and how the vendor will be available to ensure that the video conferencing solution provided is a professional, high quality solution that works within the County's existing data network infrastructure. The proposed solution should include a maintenance contract for hardware replacement and technical support.

**B.1** Provide Codecs that connect up to **3 conference rooms** as well as internal and external desktop clients. External clients will include desktop clients running on either Windows or MAC

platforms. Multipoint conference sessions are not a requirement at this time, however the capability should exist for this feature to be adopted at a future date.

**B.2** Provide HD video conference client software for Windows and MAC platform for both internal and external access originating from outside the county via an IP connection. The solution should allow for up to 3 concurrent point to point video conference sessions and up to 100 user accounts.

**B.3** Provide a Firewall Traversal device for secure connectivity for video conference sessions originating from outside the county via an IP connection.

**B.4** **Optionally** provide a SIP Proxy and H.323 Gatekeeper for call control and other functionality.

**B.5** **Optionally** provide a Centralized Management Server to manage all end points, software updates, monitoring and reporting.

**B.6** Provide a training plan for use of the video conferencing solution. This can range from a training document to 1:1 training.

**B.7** All devices must be interoperable with multiple vendors and support open standards, including SIP and H.323.

## **B.8 – Equipment and Software Requirements**

### **A. Codec**

1. Must support minimum 720P
2. Highly desirable to support 1080P
3. Must support encryption
4. Camera must be PTZ and support minimum 10x zoom
5. Must support remote control and/or touch screen interface

Must have the ability to attach computer to share desktop or presentation

### **B. HD Video Conference Client**

1. Must support Windows and MAC OS
2. Must support minimum 720P
3. Must support encryption
4. Must provide ability to share desktop or applications
5. Must provide licensing for 100 clients with the ability to expand to a larger number

### **C. Firewall Traversal**

1. Must provide secure access for external end points to video conference with internal end points

### **D. SIP Proxy and H.323 Gatekeeper (Optional)**

1. Must provide call admission and control

2. Must provide bandwidth management

**E. Centralized Management Server (Optional)**

1. Must provide centralized management of all video conferencing end points, desktop clients, multipoint bridges, gatekeepers and gateways
2. Must provide automatic software upgrades
3. Must provide monitoring, diagnostics and reporting capabilities

**B.9 Vendor Responsibility**

**The Department of Health Services reserves the right in its sole discretion to acquire only the equipment associated with the proposed solution or to have the vendor provide implementation services, or any combination thereof deemed desirable.**

Proposals should include the following:

1. Required equipment only
2. Required equipment with optional components only
3. Required equipment with implementation services
4. Required equipment with optional components and implementation services

Vendor must assume responsibility for the following if chosen to also provide implementation services:

- a. Project implementation of new video conferencing software/hardware and management services solution.
- b. Training Sonoma County on new product(s).
- c. Managing implementation of new product.
- d. Integration of unique hardware or software.
- e. Development or customization of the application.
- f. Acceptance testing.
- g. Project staffing.

**B.10 Graphical User Interface**

- a. The video conferencing system shall have a user-friendly graphical interface.

**B.11 Capability/Functionality**

- a. The video conferencing system shall deliver superior audio quality to the entire conference room environment.
- b. The video conferencing system shall deliver superior image quality to the entire conference room environment.
- c. The video conferencing system shall optionally have a management utility capable of centrally managing a video conference session as well as the entire video conferencing system.
- d. The system shall utilize the latest encryption standards and other data security services to ensure that communications and system resources are kept secure and confidential.

**B. 12 Audio Requirements**

- a. The video conferencing system shall support a wide range of the latest audio industry standards and digital formats.
- b. The video conferencing system shall have audio components capable of providing high quality audio to the entire conference room environment.
- c. The video conferencing system shall have built in echo cancellation and other noise suppression functionality.

**B. 13 Video Requirements**

- a. The video conferencing system shall support a wide range of the latest video industry standards and digital formats.
- b. The video conferencing system shall capture and display video at a minimum of thirty (30) frames per second (fps).
- c. The video conferencing system shall have the ability to intelligently select the frame rate for best performance video.

**B.14 Supported Interfaces**

- a. The video conferencing system shall support a wide range of the latest standard interfaces for outputting digital / analog audio and video to external equipment.
- b. The system shall provide a wide variety of standard network interfaces to facilitate connectivity to various types of networks.
- c. The video conferencing system shall support a wide range of the latest interfaces for accepting digital / analog audio and video input from external sources.

**B.15 Content Sharing**

- a. The system shall be able to show /share content from a PC / laptop.
- b. The video conferencing system shall be able to allow laptop / PC IP network to actively participate in a conferencing session.
- c. The video conferencing system shall have the ability to share presentation data from applications such as but not limited to Microsoft PowerPoint, Excel and Word in real time to local and remote site(s).

**C. *Schedule***

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<b>Date</b>	<b><u>Event</u></b>
<b><u>November 17, 2011</u></b>	Release Request for Proposals
<b><u>November 30, 2011</u></b>	Deadline for Vendor's Questions
<b><u>December 7, 2011</u></b>	County's Responses to Questions Due
<b><u>December 21, 2011</u></b>	Proposals Due
<b><u>January 3-6, 2012</u></b>	Proposals Evaluated by County
<b><u>January 17-19, 2012</u></b>	Demonstrations Conducted
<b><u>January 20, 2012</u></b>	Notice of Intent to Award <i>(subject to delay without notice to vendors)</i>
<b><u>January 31, 2012</u></b>	Board of Supervisors Awards Contract <i>(subject to delay without notice to vendors)</i>

#### **D. Questions**

Each vendor may submit questions or requests for clarification. Each vendor has a duty to inquire about and clarify any RFP data or question that the vendor does not fully understand or believes may be interpreted in more than one way. Sonoma County shall have no obligation to correct, nor bear any responsibility for any errors (whether by commission or omission), ambiguity, or inconsistency in this RFP. If any vendor is aware of or believes that the RFP contains an error, it is the vendor's responsibility to immediately notify Sonoma County.

Vendors are required to submit any questions in writing before the close of business November 30th, 2011 in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders. Questions are best received and most quickly responded to when sent via e-mail directly to [ISD-RFP@sonoma-county.org](mailto:ISD-RFP@sonoma-county.org). The words Video Conferencing must be in the subject line. Questions will not be accepted by phone.

#### **E. Corrections and Addenda**

1. If a vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the vendor shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a vendor fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the vendor shall submit a proposal at their own risk, and if the vendor is awarded

a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The vendor shall submit the addenda cover sheet with the proposal (or deliver them to the Information Systems Department, 2615 Paulin Drive, Santa Rosa CA 95403, if the vendor has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

### **G. Proposal Submittal**

1. Form: Vendors must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by December 21, 2011. Proposals must be enclosed in a sealed envelope or package and clearly marked **Video Conferencing Solution**. Proposals shall be submitted to:

Jodi Frost  
County of Sonoma  
Information Systems Department  
2615 Paulin Drive  
Santa Rosa, CA 95403

2. Due Date: Proposals must be received no later than 2:00 p.m. on December 21<sup>st</sup>, 2011. The time shown on the clock within the Information Systems lobby shall prevail. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
  - a) The completed proposal shall be without alterations or erasures.
  - b) No oral or telephonic proposals will be considered.
  - c) The submission of a proposal shall be an indication that the vendor has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:
  - a) **Section I - Organizational Information**:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

### **Key Personnel**

Identify the key personnel and their back-ups that will be assigned to the program.

### **Local Preference Policy**

The County has recently adopted a Local Preference Policy for services that is applicable to this RFP. We are requesting you provide the following information with your proposal.

1. Valid Physical address where you operate or conduct business on a day to day basis.
2. Any valid business licenses if required by a city or jurisdiction where you conduct business.

### **b) Section II - Qualifications and Experience:**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided, preferably within the last year.

### Debarment or Other Disqualification

Vendor must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Vendor must describe the nature of the debarment/disqualification, including where and how to find such detailed information

Vendor Questions – please provide concise yet comprehensive answers to the following questions.

- a. How does your firm ensure that innovative ideas are provided on an ongoing basis?
- b. Outline specific value added elements that your firm brings that may reduce the total cost of this contract to Sonoma County.
- c. Outline ideas that may reduce the total cost of this contract to Sonoma County.

- d. How do you propose to address pricing for upgrades and requirements that are introduced during the term of this contract?
- e. How do you propose to address costs associated with changes in system parameters brought about by new technology?

c) **Section III - Project Approach and Work Schedule:**

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project before March 30<sup>th</sup>, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B., beginning on page 1.

d) **Section IV - Cost of Service:**

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must be broken out and include all expenses that will be charged to the County, including but not limited to hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

e) **Section V – Identification of subcontractors:**

Vendors shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, vendors shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

f) **Section VI - Insurance:**

The selected vendor will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.



**g) Section VII - Additional Information:**

Include any other information you believe to be pertinent but not required.

**H. Selection Process**

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - a) Demonstrated ability to perform the services described;
  - b) Experience, qualifications and expertise;
  - c) Quality of work as verified by references;
  - d) Costs relative to the scope of services;
  - e) A demonstrated history of providing similar services to comparable entities;
  - f) Willingness to accept the County's contract terms; and
  - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
  - h) If a Local Preference Policy is determined to be applicable, the locality of the Vendor;
4. The County Department Director in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP . Failure to furnish all information requested or to follow the format requested herein may disqualify the vendor, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any vendor additional information which the County deems necessary to determine the vendor's ability to

perform the required services. If such information is requested, the vendor shall be permitted three (3) business days to submit the information requested.

6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the vendor's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a vendor on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## ***I. Finalist Interviews***

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## ***J. General Information***

1. Rules and Regulations
  - a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the vendor.
  - b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
  - c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful vendor from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to

waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the vendor or vendors that, in the County's judgment, best serves the needs of Sonoma County.

- d) All vendors submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a vendor desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the vendor to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a vendor's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a vendor that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored, and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Vendors are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Vendors are advised that the County does not wish to receive confidential or proprietary information and those vendors are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
  - a. [Legal name of vendor] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of vendor] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

## 2. Non-liability of County

The County shall not be liable for any pre-contractual expenses incurred by the vendor or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Vendors may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a vendor shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Vendors must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the vendor has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the vendor except as noted specifically in the proposal. A vendor taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the vendor. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A vendor may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the vendor or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

**K. Protest Process**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://www.sonoma-county.org/purchasing/selling.htm>

**Attachments:**

Attachment A: Sample Agreement

# Exhibit A – Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and \_\_\_\_\_ (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified \_\_\_\_\_, experienced in the preparation of \_\_\_\_\_ and related services; and

WHEREAS, in the judgment of the \_\_\_\_\_, it is necessary and desirable to employ the services of Consultant for \_\_\_\_\_.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### A G R E E M E N T

#### 1. Scope of Services.

##### 1.1 Consultant's Specified Services.

Consultant shall perform the following services within the times or by the dates provided below and pursuant to Article 7, Prosecution of Work:

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of

applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: \_\_\_\_\_.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit [A/B], attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed \$ \_\_\_\_\_, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

For all services and incidental costs required hereunder, Consultant shall be paid a lump sum in accordance with Exhibit [A/B/C], attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit [A/B/C] includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit [A/B/C] , provided, however, that total payments to Consultant shall not exceed \$ \_\_\_\_\_, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.



4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or \_\_\_\_\_ Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense,

subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit [B/C/D], which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.10 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.12 Software/Computer Application Purchase Online Accessibility:

9.12.1 Accessibility. County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

- a. Standards. Consultant shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general public in connection with County's ordinary course of business, comply with the following accessibility standards:

- i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards are viewable at ; and
- ii. County's Web Site Accessibility Policy available online at <http://webstandards.sonoma-county.org>.

The foregoing standards shall collectively be referred to hereinafter as "County Accessibility Standards." For the purposes of this Agreement, the term "EIT" shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term "Information Technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

9.12.2 Noncompliant EIT; Obligation to Cure. If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant EIT Deliverables within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

9.12.3 Upgrades Upon Renewal or Extension. Notwithstanding the foregoing, County may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest. For every EIT Deliverable accepted by County that does not fully comply with County Accessibility Standards, Consultant shall, at the discretion of County, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

9.12.4 Warranty; Indemnity. Consultant represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify

and hold County harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Consultant's breach of this Article\_\_\_\_\_.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

10.2 Certification: Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit \_\_\_ which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

10.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In

such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

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

TO: CONSULTANT:

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

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile

transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

#### 14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.



14.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Department Head

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

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

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

By: \_\_\_\_\_  
**or** Purchasing Agent

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

By: \_\_\_\_\_  
Chair  
Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of  
Supervisors



## Exhibit A.1

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- d. [insert exact name of additional insured] shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:

- i. Copy of the additional insured endorsement or policy language granting additional insured status, and
- ii. Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

i. Required Evidence of Coverage:

- i. Copy of the additional insured endorsement or policy language granting additional insured status;
- ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
- iii. Certificate of Insurance.

**3. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance.

**4. Professional Liability Insurance**

- a. Minimum Limit: \$1,000,000.
- b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Coverage:
  - i. Certificate of Insurance.

**5. Standards for Insurance Companies**

Insurers shall have an A.M. Best's rating of at least A:VII.

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: [insert contract](#)

- number or project name].
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
  - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
  - d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
  - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
  - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### **7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### **8. Material Breach**

If Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**ATTACHMENT B  
REQUEST FOR PROPOSALS**



**PROPOSAL COVER SHEET**

**Acceptance of County Contract Form**

A sample agreement is contained as Attachment "A" to the County's Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

**Certification of Authority**

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the County is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date