

Trinity County
Office of Emergency Services

Request for Quote

Generator, Transfer Switch and Installation Services

**Revised June 23, 2023*

Quotes accepted until

5:00 p.m. PST

Friday, July 21, 2023



Trinity County Office of Emergency Services

51 Industrial Pkwy. | PO Box 399

Weaverville, CA 96093

Introduction

Trinity County Office of Emergency Services (“TCOES”) serves the Frontier Communities of Trinity County, a total population of about 16,000 residents located just west of Redding, CA.

TCOES is seeking quotes from qualified contractors for the installation of a new 80 KW single phase LP Generator and 400-amp automatic transfer switch at the Weaverville Volunteer Fire Department located at 125 Bremer Street, Weaverville, CA 96093.

The following will be included in this quote;

1. Purchase and installation of a new 80 Kw LP single phase generator in place of existing unit.
2. Purchase and installation of a new 400-amp single phase automatic transfer switch next to existing meter main electrical panel.
3. Saw cut concrete and install new conduit and feeder cable from generator to transfer switch.
4. Pour back concrete and finish.
5. Start up and test for proper operation.

I. REQUIREMENTS FOR BID SUBMISSION

Submission of Quotes

Quotes must be submitted in the format of one (1) original and two (2) printed copies.

Quotes must be received by TCOES no later than 5:00 p.m. PST, 06/30/2023. Postmarked by the deadline shall not constitute receipt.

Fax or electronically transmitted proposals will NOT be accepted.

Envelopes must contain the name and return address of the bidder.

Proposals and related questions must be submitted and marked “RFQ TCOES GENERATOR, TRANSFER SWITCH AND INSTALLATION SERVICES RESPONSE” and addressed to the following TCOES contact:

Trinity County Office of Emergency Services

Attn: Philip Simi, OES Manager

PO Box 399

Weaverville, CA 96093

Subject: “Generator and Installation Services”

P: 530.623.1116

All quotes received are final and become the property of TCOES.

***Quotes must include:**

1. Name of Manufacture and Model of Generator and Transfer Switch;
2. A copy of the specification literature provided by the manufacture; and
3. Generator’s factory authorized service agent must be able to respond to repair/service requests within a (4) four-hour timeframe for any warrantee or repair requests.

Proposal Confidentiality

Proposals shall be maintained as confidential until a recommendation is submitted to the Trinity County Board of Supervisors regarding the award of the contract. At that time, all proposals will become public.

RFQ Modification

TCOES reserves the right, without penalty, to add, remove, modify, or otherwise update the RFQ, in any way TCOES sees fit. Modification of RFQ, if any, will be distributed to participating vendors.

Timeline

An estimated timeline is listed below. TCOES reserves the right to make changes to this schedule at any time.

DATE	ACTION
06/16/2023	RFQ Announcement
6/23/2023	RFQ Revised to include additional specifications; re-published
07/07/2023	All questions/requests for site tour regarding RFQ due
07/21/2023, 5:00 p.m.	RFQ response due at TCOES
07/24-28/2023	Evaluation of all proposals/vendor selection
08/15/2023	Recommendation made to Board of Supervisors for approval
08/2023	Contract signing and scheduling of services

Acceptance of RFQ Terms

A quote submitted in response to this RFQ shall constitute as a binding offer. The quote shall identify, clearly and thoroughly, any variation between its offer and this RFQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Proposer’s authorized representative may withdraw quotes only by written request received before the proposal due date.

Proposal Validity Period

Each proposal/quote shall be valid for a period of ninety (90) days from the quote due date.

Selection Criteria

The principles of competitive negotiations will be followed by TCOES during the selection process; i.e., the terms, service delivery method, and standards of performance are negotiable. Negotiated contracts will be awarded to bidder(s), if any, who best meet the needs of TCOES.

An evaluation team will be established to evaluate and rate the proposals/quotes. The evaluation team will screen the proposals/quotes, reserving the right to interview the top bidders, and submit a recommendation to the Trinity County Board of Supervisors or reject one or all bids without disclosure of a reason.

Quotes will be evaluated based in the following criteria:

- Cost of service and cost effectiveness of methodologies in performing assignment;
- Responsiveness of the proposal to the scope of services requested;
- Commitment to satisfy TCOES’ needs and requirements as specified in this RFQ;
- Quality of the product and services; and
- Relevant industry experience and client references.

Award of Contract

Award of a contract is contingent on successful negotiations of a contract and successful resolution of any appeals. Successful bidders must agree to all terms and conditions of any resultant contract with

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TCOES as a condition of executing the contract. TCOES shall have no contractual or other obligation to a bidder under any successfully negotiated contract until the contract has been approved and signed by both parties. All bidders shall be notified of the decisions as well as the date and time of any public hearing on the proposed contract. TCOES reserves the right to make an award or partial award. TCOES also reserves the right to reject any and all submitted proposals without penalty.

RFQ Award Appeal Procedure

Recommendations or decisions may be appealed by writing a letter to the Trinity County Board of Supervisors detailing the basis of appeal. Appeals must be filed within seventy-two (72) hours of receiving written notification of the recommendation for award of the contract.

Non-Appropriation

All funds for payment by TCOES under any contract entered into as a result of this proposal are subject to the availability of funding from the State of California and the County of Trinity. In the event of non-appropriation of funds for the services provided under resulting contract, TCOES will terminate said contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If, at any time, funds are not appropriated for the continuance of resulting contract, cancellation shall be accepted by contractors on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and TCOES shall not be obligated under contract beyond the date of termination of funding.

Payment

County shall pay contractor sixty (60) days from receipt of an invoice covering the service(s) rendered to date.

Use of Sub-Contractors

The selected bidder(s), as prime contractor(s), will be responsible for contract performance whether or not sub-contractors are used. Sub-contractors, if used, must be contractually bound to adhere to the same standards required of the prime contractor. The prime contractor shall be responsible for all sub-contractor performance. The contractor must agree not to sub-contract or assign all or any part of the services to be provided under the contract to any third party without the express written consent of TCOES.

Federal, State and Local Laws and Regulations

The Contractor will comply with all laws and regulations on taxes and licenses. Contractors will comply with all applicable laws, regulations, codes, standards, and ordinances in force during the term of the Contract.

II. REQUIREMENTS FOR QUOTE CONTENT AND FORMAT

To provide a degree of consistency in review of the written quotes, Proposers are required to prepare their quotes in the format described below:

Title Page

A single page with Contractor's company name, logo, contact person and information, and "RFQ TCOES Generator and Installation Services".

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Proposal Response Application

An individual having full authority to execute the proposal and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Proposal Response Application (**Attachment A**).

Summary of the Services Provided

Discuss the highlights, key features and distinguishing points of this proposal.

Experience, Expertise, and Capabilities of the Contractor

Give a brief background of the contractor’s experience and qualifications. This should include a brief history, the date founded, ownership, and subsidiary relationships.

Service Scope and Approach

Submit a clear response to accomplish the scope of services that reflect your understanding of TCOES’s requirements as described in this RFP/RFQ. See attached Scope of Work (**Attachment B**).

Project Staffing

Discuss how contractor would staff this project.

Cost/Charges

The proposal/quote must contain a fee schedule that includes, but not limited to, line items for material, equipment, personnel, time, hourly rate, etc.

All costs associated with the proposal/quote must be included in the quote submitted. TCOES relies on the Contractor to assure that all charges are complete to the scope of work submitted in the proposal/quote and that there are no hidden costs or charges that will be incurred by TCOES.

No additional fee will be paid for a reasonable number of changes or minor additions to the scope of work during the implementation process.

No payments will be made for any other services unless written authorization is received from TCHSS prior to the commencement of any such work.

A sample contract for the provision of these services has been attached hereto (**Attachment D**). While contract(s) resulting from this RFQ are subject to negotiation by and between parties, this sample is intended to provide potential contractors with an overview of TCOES’ standard contracting requirements.

Proof of Insurance

Proof of ability to provide/obtain insurance, meeting the requirements set forth in Attachment D, “Sample Contract” must be provided.

Safety Training/Procedures

Contractor must provide a copy of its safety training programs that include, but are not limited to, training your staff on hazardous material, safety procedures, and safe work practices.

Contractor must adhere to all guidelines provided by the California Department of Public Health (CDPH) and California Division of Occupational Safety and Health (Cal/OSHA) regarding all communicable diseases, including, but not limited to, coronavirus disease 2019 (COVID-19).

Statement of Assurance

An individual having full authority to execute the proposal and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Statement of Assurance (**Attachment C**).

References

Submit information regarding a minimum of three (3) comparable projects that the Contractor has completed as the prime contractor within the last three (3) years. The project shall indicate the start and completion dates, services, and equipment provided, project costs, contract term, and warranty. Please provide contact information for each reference.

III. REQUIREMENTS FOR THE GENERATOR, TRANSFER SWITCH AND INSTALLATION SERVICES

TCOES is seeking quotes from qualified contractors including a pricing schedule and summary of qualifications for providing a generator, transfer switch, and installation services according to TCOES’ specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies, and equipment to provide the generator, transfer switch, and installation services.

Scope of Work

See Scope of Service Checklist (**Attachment B**) for scope of work. Prospective bidders may schedule an appointment for a site walk-through of the location. Appointments can be scheduled with Philip Simi at 530-623-1116 or Mike Cottone at 530.623.1265.

Supervision

Work performed by employees within the scope of the Service Provider’s employees shall be directly employed and supervised by the Service Provider. The Service Provider shall perform management and technical supervision required to complete the work according to the specifications provided by TCOES. Employees assigned to supervise the work shall be readily available, responsive to TCOES’s representative(s) and able to make decisions related to the management of the activities performed by the Contractor’s employees.

Supplies

The service provider shall furnish, as part of the agreement, all necessary material, supplies and equipment to provide Generator, Transfer and installation services.

Contract Term

The term of this agreement shall be for twelve (12) months. The agreement may be extended for two (2) additional one-year terms by mutual written agreement of the parties. The cost of services shall remain firm for the term of the agreement.

Inspections

All of the service areas will be inspected by TCOES. TCOES may require the Contractor, or the local authorized representative, to accompany the TCOES staff during inspections, if TCOES is not satisfied

with the Contractor's work. The Contractor, or the local authorized representative, is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

Service Hours

Contractors are required to plan the services in such a manner as to provide minimal to no downtime during Weaverville Volunteer Fire Department operating hours. These operating hours are:

Monday thru Friday	8:00 a.m. to 5:00 p.m.
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The facilities can be made available for the Contractors to install Generator and Transfer Switch as early as 6:00 a.m. Monday thru Friday.

Responsibility for Work

The Contractor's employees shall be responsible for all damages to people and/or property that shall occur as a result of the fault or negligence of said Service Provider.

Hazardous Conditions

The Contractor shall maintain all work areas free of hazards to persons and/or property resulting from operations. Any hazardous conditions noted by the Contractor, which is not a result of operations, shall immediately be reported to TCHSS Designee.

On-Site Storage

No tools or equipment are to be stored on the premises. It is the Contractor's responsibility to properly and safely store materials and supplies.

ATTACHMENT A

RFQ TCOES GENERATOR, TRANSFER SWITCH, AND INSTALLATION SERVICES

RESPONSE APPLICATION FY 2023/2024

Amount of bid: \$ _____

Name of Organization: _____

Business Status: _____
(e.g. Individual, Joint Venture, Corporation, Sole Proprietorship, etc.)

Dun & Bradstreet D-U-N-S #: _____

Address: _____

Phone Number: _____

Fax Number: _____

Contact person: _____

Title: _____

Phone: _____

E-mail: _____

Applicant certification:

- I declare under penalty of perjury that the data provided in this application are true and accurate.
- I have the authority to enter into a contract with Trinity County.

Signature: _____

Date: _____

Printed Name and Title: _____

ATTACHMENT B

SCOPE OF WORK

The following scope of work is included as a guide and designed to identify the minimum service level expected of the successful Contractor. Each project will have an individual Scope of Work, detailing materials and price and be mutually agreed to between Contractor and Management. In no event shall materials be ordered or work commenced until a signed agreement has been executed.

General Requirements

- Labor to be paid at the current prevailing wage rates;
- Performance bond will be required for all projects totaling \$ 25,000.00 or more;
- Contractor shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their profession; and
- Contractor shall have a current and active California Contractor's License.

Service Requirements

Contractor shall:

- Site verify, field measure and check area designated to receive the new generator, transfer switch and installation within five (5) business days of request by TCOES;
- Provide an itemized quote to TCOES within five (5) business days from site verification visit;
- Remove all materials and debris from the premises at the end of the 'working day';
- Coordinate with Management to ensure installation is performed in the least disruptive manner to TCOES and Weaverville Volunteer Fire Department;
- Perform all work in a safe and efficient manner, adhering to CalOSHA guidelines, using proper technique and equipment in order to preserve the safety of themselves, TCOES staff, Weaverville Volunteer Fire Department staff, contractors, and visitors; and
- Install/replace generator and transfer switch.

ATTACHMENT C
STATEMENT OF ASSURANCE

TCOES RFQ – GENERATOR, TRANSFER SWITCH, AND INSTALLATION SERVICES

By signing this document, the bidder hereby agrees to the following terms and conditions:

1. The bidder agrees to provide TCOES with any other information that TCOES determines is necessary for an accurate determination of the prospective contractor’s qualifications to perform services.
2. Confirm that all statements contained in the proposal are true and correct. This shall constitute a warranty, the falsity of which shall entitle TCOES to pursue any remedy authorized by law, which shall include the right, at the option of TCOES, of declaring any contract made as a result thereof to be void.
3. Comply with all applicable federal, State and local laws and all regulations issued by the California State Department of Health Services or other responsible federal agencies regarding the provision of funds and services under this project.
4. Abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, and all other Federal and State laws, regulations, rules, or orders which prohibit discrimination or harassment against any employee or applicant for employment because of race, color, religious, creed, gender, national origin, ancestry, age, marital status, sexual orientation, political affiliation, physical or mental disability.
5. Comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
6. Comply with the Executive Order 112546 entitled “Equal Employment Opportunity”, as amended by Executive Order 111375 and as supplemented in Department of Labor regulations (41 CFR Part 60).
7. Comply with agency confidentiality requirements and will not use or disclose any information concerning eligible individuals who receive services through this program for any purpose not connected with the administration of the contractor(s) or County responsibilities under this project except with the informed, written consent of the eligible individual.
8. Assume all responsibility for complying with the requirements of the Drug-Free-Workplace Act of 1990 (Government Section 8350 et seq.) and will provide a drug-free workplace. It will comply with the State Energy Conservation plan by recognizing the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan, title 23, California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).
9. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1368, Executive Order 1738) and Environmental Protection Agency (EPA) Regulations (40 CFR, Part 15).
10. Comply with the Labor Code and Worker’s Compensation or to undertake self-insurance in accordance with the provisions, and contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

Signature: _____ Date: _____

Printed Name and Title: _____

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ATTACHEMENT D

SAMPLE STANDARD FORM PERSONAL SERVICES CONTRACT BETWEEN
THE COUNTY OF TRINITY

AND

[CONTRACTOR]

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this _____ day of _____ 20____, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **[NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation]** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services:

[_____

_____]; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

- A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
 - C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$_____, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.]

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. **[CONTACT RISK MANAGEMENT PRIOR TO ROUTING FOR SPECIAL CONTRACT SITUATIONS, IE: pollution, cyber liability, construction, environmental services, etc.]**
INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box [insert dept. PO Box #]
Weaverville, CA 96093

- B. **[INCLUDE IF SERVICES BEING PROVIDED INCLUDE USE OF VEHICLES]** Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 **[OR LESS/DIFFERENT – VERIFY WITH RISK MANAGEMENT PRIOR TO ROUTING]** per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box [insert dept. PO Box #]
Weaverville, CA 96093

- C. The Contractor shall be required to carry **[CHOOSE ONE OF THE FOLLOWING TO INSERT IN THE LINE, OR IF THIS COVERAGE IS NOT NEEDED, DELETE THIS CLAUSE]:** [professional][malpractice][errors & omissions] coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall

provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.
- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against

any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

- XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XIX. TERMINATION:
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
 - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
 - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.
- XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

- XXIII.** WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV.** SEVERABILITY: If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV.** JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI.** ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII.** EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
[Exhibit C]	[Health Insurance Portability and Accountability Act Supplement]

- XXVIII.** DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXIX.** COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. ***[IF HIPAA IS APPLICABLE, INCLUDE THE FOLLOWING SENTENCE AND EXHIBIT C; OTHERWISE, DELETE THE FOLLOWING SENTENCE AND REMOVE EXHIBIT C]*** Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.

XXX. ATTORNEY’S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys’ fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

[TRINITY COUNTY DEPARTMENT]

[ADDRESS]

[ADDRESS]

[PHONE AND/OR EMAIL]

If to Contractor:

[CONTACT NAME]

[NAME OF BUSINESS/CONTRACTOR]

[ADDRESS]

[ADDRESS]

[PHONE AND/OR EMAIL]

[THE FOLLOWING COST DISCLOSURE PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT EXCEEDS \$5,000 AND PROVIDES FOR PAYMENT TO THE CONTRACTOR FOR WRITING A REPORT. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

XXXII. COST DISCLOSURE: In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this Contract and any

related contracts and subcontracts relating to the preparation of the report resulting from this contract.

[THE FOLLOWING PUBIC WORKS PROJECTS PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT INVOLVES A PUBLIC WORK. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

XXXIII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By _____

Trent Tuthill

County Administrative Officer

By _____

Name: _____

Title.: _____

Date: _____

Date: _____

Approved as to form:

RISK MANAGEMENT APPROVAL

By: _____

Margaret E. Long

County Counsel

Shelly Nelson

Human Resources/Risk Management Director

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

SAMPLE