



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

INVITATION TO BID & BID #19-425-057

DUE: 3:00 PM – February 28, 2019

Sealed Bids must be clearly marked on the outside of the package with:

“BID #19-425-057 – DO NOT OPEN”

ALL BIDS SUBJECT TO GENERAL TERMS AND CONDITIONS

OFFICE FURNITURE

Maxon Systems Furniture - Office Master Chairs - Hon: Filing, Storage, Tables and Seating - Performance Line (PL) Classic Laminate Series Desking - Ergonomic Solutions (Ergotron and Workrite)

General: The El Dorado County Procurement & Contracts Division is requesting bids for brand specific office furniture. The office furniture products will be purchased on an “as requested” Countywide for a twenty-four month (24- month) award period. This bid is a “**brand specific**” bid. Bidders must quote the brands below for each given category. Alternate brands will not be accepted. Failure to bid the desired **brand** will result in your bid being rejected as non-responsive.

Category I - “Maxon”

Category II - “Office Master”

Category III - “HON”

Category IV - “Performance Line” (Classic Laminate Series)

Category V - “Ergotron” and “Workrite”

Exhibit “A” Standard Terms and Conditions

Exhibit “B” Sample Agreement for Services

ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION

Prior to preparing your bid submittal, please note the General Terms and Conditions, Instructions to Bidders, Item #3 which states: Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.

Firm Name

Signature of Authorized Agent

Mailing Address

Print Name & Title of Authorized Agent

City State Zip

Date

Phone

Fax

E-Mail Address

Bid Preparation / Submittal Checklist

- [] All required bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
- [] Note that erasures, overwrites and the use of correction tape or fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.
- [] Any categories bid on the Quotation Schedule, Pages eleven (11) through twenty-seven (27), are bid 100% complete.
- [] Note any prompt payment discounts available on the Quotation Schedule, Page twenty-seven (27).
- [] Indicate delivery lead times on the Quotation Schedule, pages thirteen (13) for Maxon, page nineteen (19) for Office Master, page twenty (20) for HON, twenty-two (22) for Performance Laminate and twenty-four (24) for Ergotron and Workrite respectively.
- [] A valid California Seller's Permit number is entered on Page six (6).
- [] All requirements of Invitation to Bid have been met.
- [] Local Vendor Preference Affidavit of Eligibility form submitted with bid; link to form information available on Page seven (7) and eight (8).

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General Terms and Conditions

Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will NOT be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone, facsimile, or emailed bids will NOT be accepted.
- (12) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions incorporated as Exhibit "A".
- (14) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.

- (15) Protest Procedure: Award of bid will be published on the County's website:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

Brands:

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

Guarantees:

- (1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

Taxes:

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

Samples:

- (1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

Bonds:

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

Award:

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.
- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) In accordance with Board Policy, 5.7.1, effective October 11, 2006, the local vendor preference is 5%. Vendor shall have established a place of business within El Dorado County prior to publication of the call for bids.
- (5) The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

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Information: For additional information, contact Rick Blake, Sr. Buyer, at (530) 621-5873, email rick.blake@edcgov.us. Bidders shall direct all inquiries to the County Procurement and Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

Requirement: Bidders must comply with all of the requirements listed in each category in the Quotation Schedule to be considered for the evaluation and award process. See pages twelve (12) through twenty-seven (27) for details.

Bidders may bid on any or all Categories. Any category bid must be bid 100% to be considered for evaluation and award. Failure to bid 100% of a given category will result in your bid being rejected as non-responsive.

California Sales & Use Tax Requirement: Any bidders located outside of the State of California selling goods to the County must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period.

Provide California Seller's Permit Number: _____

Delivery: Delivery shall be F.O.B. destination, freight prepaid, on ground or inside delivery, which includes the product to be delivered, set in place and ready for use to various departments within El Dorado County, both East (South Lake Tahoe) and West Slope. The Department issued purchase orders will specify the exact delivery address and location.

Incomplete and Altered Bids: Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

Terms and Conditions: The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

Merchantability: There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

County's Rights: The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County

Pricing: Bid prices shall remain firm for the twenty four month (24-month) award period. In case of default by the awarded vendor, the County may procure the product from another source and may recover the loss by legal process. Please refer to the "General Terms and Conditions," under "Award," Item #9.

Escalation Clause: Price increases from the manufacturer to the successful vendor may be passed on during the life of this bid only when the following conditions are met: (1) Vendor must submit notification to the Procurement & Contracts Division of the price increase along with a new updated vendor's price list; (2) Proof of the price increase from the manufacturer shall be provided to the Procurement & Contracts Division prior to any increase being approved; and (3) Price increase(s) shall commence seven (7) days after the approval and acceptance from the Purchasing Agent. Acceptance of the price increase(s) shall be in writing signed by the Purchasing Agent.

No price change related to cost other than raw material costs will be considered as a basis for price adjustment consideration.

Failure to comply with the above requirements shall deem the bid prices to be in effect for the entire awarded period.

Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

Federal, State, and Local Laws: The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate.

It is not a requirement to possess a County business license at the time of bid submittal. Successful bidders may be required to possess a County business license to award bid.

Local Vendor Preference: In accordance with Board of Supervisor's Policy C-17, Section 5.7.1, a local preference credit of 5% for El Dorado County businesses will be permitted when evaluating bids for supplies and equipment that are not part of a public project.

In order to qualify for the local preference authorized by this section, the vendor seeking such preference shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this section. The statement shall be on a form provided by the Purchasing Agent and shall be signed under penalty of perjury. Any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference may be prohibited from bidding on El Dorado County products and services for a period of one (1) year from the date of the false submittal. Bidders claiming local vendor preference must submit the Affidavit of Eligibility with their bid response. The Affidavit may be downloaded by clicking on the following link:

<https://www.edcgov.us/Government/Contracts/Documents/LocalVendorPreferenceForm.pdf>

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within El Dorado County. If the local business has more than one office in the State of California, the office located in El Dorado County shall be the point of sale credit for the purpose of sales tax calculation.

Compliance: Late, incomplete, incorrect deliveries or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded purchase order contract and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

Invoices and Payment Terms: Invoices are to be mailed to the County department(s) specified on the resulting purchase order or contract. All invoices must include the purchase order number or contract number; County stock numbers when applicable; product description; and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net forty-five day (45-day) basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

El Dorado County Web Site Requirements: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning addenda as required will not be considered and will be rejected as "non-responsive."

Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

Addenda: Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as “non-responsive.”

Non-Collusion: The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Conflict of Interest: Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

Evaluation: Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of “All or Nothing” may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net forty-five (45) days.

Award: The bid may be recommended by category, awarded by grand total, or awarded by line item, whichever is in the best interest of the County, to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: (a) Ability to perform the service required within the specified time; (b) Reputation, judgment and experience; (c) The quality of performance in previous contracts; (d) Previous compliance with laws as well as employment practices; (e) Financial ability to perform the contract; (f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; (g) Ability to provide maintenance and service; (h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; (i) The resale value and life cycle costs of the items; and (j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

Bid Results: The Procurement and Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

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Bid Submittal: All bidders are advised to read the General Terms and Conditions starting on Page three (3) through five (5) of this Invitation to Bid prior to submitting a bid.

Bids must be submitted in a sealed container or envelope clearly marked on the outside:

“BID # 19-425-057 – DO NOT OPEN”

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by **3:00 p.m., February 28, 2019:**

Mailing/Physical (Fed Ex, UPS etc)
EL DORADO COUNTY
PROCUREMENT & CONTRACTS (PURCHASING)
330 FAIR LANE
PLACERVILLE, CA 95667

It is the responsibility of the bidder to assure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

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QUOTATION SCHEDULE

Category I – Maxon Systems Furniture

Specifications: This is a **Brand** specific bid, only the **Maxon** brand of systems furniture will be accepted. **Alternate brands of systems furniture quoted will not be accepted.** Although the brand is specific, the Maxon brand of systems furniture is non-exclusive and may be bid by all office furniture suppliers.

Requirement(s): Bidders must comply with all of the following requirements to be considered for the evaluation and award process:

1. Bidders must have a minimum of two years experience specifying and installing systems furniture with entities comparable to the size of El Dorado County
2. Bidders shall quote a percentage discount off manufacturer's suggested retail price for product (**multiple discount tiered structures are acceptable**). The set discount structure must be inclusive of: 1) product; 2) design services (up to 10 hours per project); 3) Delivery of product: F.O.B. destination; 4) Storage (if needed); and 5) "add-ons" to existing configurations.
3. Bidders must include the most current Maxon price list, samples of available fabric colors, work surface finishes, and paint colors
 - A. Quote an "hourly" price rate for design services exceeding the 10 hour minimum per project, the first ten (10) hours for design services shall be included at no charge..
 - B. Quote an "hourly" rate for call back technical assistance.
 - C. Quote an hourly rate for new Installation / Assembly
 - D. Quote a separate "hourly" price schedule for Reconfiguration of workstations only.
 - E. Quote pricing for any additional charges not listed above.
 - F. Quote "Quick Ship" charges separate.
4. Bidder must be a "Maxon" authorized sales dealer.
5. References: Two (2) references must be provided of comparable size to servicing the County, and with outstanding performance in all areas including design, installation, customer service and invoicing.
6. Bidder must be able to meet all requirements contained in the attached sample contract including insurance, indemnification, and prevailing wage requirements.
7. Guarantees: All items purchased shall be guaranteed against defects when used for the purposes for which they were designed. Defective items shall be replaced at no additional cost to the County.
8. Warranty related issues must be coordinated with the manufacturer by the Bidder including all cost associated with returning and reordering replacement items. This requirement is also inclusive of all existing Maxon systems furniture previously purchased.

9. Include a product warranty statement.
10. Awarded Bidder will be required to reconfigure and add-on to existing workstations.
11. Clean-up and disposal of packing materials is the responsibility of the Bidder.
12. Awarded Bidder must have adequately trained & experienced staff to assure timely technical/sales assistance and installation. Provide resume(s) detailing the experience & qualifications of lead installer(s) and/or employee(s) responsible for supervising furniture installation projects.
13. Awarded Bidder shall provide a monthly report to the Purchasing Office that includes: Purchase Order number, Maxon order number, Department, dollar amount, date of receipt of purchase order and actual install date.
14. Payment Bond: In the event the contractor intends to subcontract out any part of the work, a payment bond in the amount of 100% of the work, on a per project basis, will be required. Proposers shall declare as a part of their response what work will be subcontracted and list all potential subcontractors.
15. Failure to comply with any of the requirements contained herein may result in disqualification.

For historical purposes, the County spent approximately \$26,000.00 on "Maxon" products during the last twenty three (23) month award period. The County makes no guarantee as to the total amount to be purchased during the awarded period.

Systems Furniture Product Discount:

Provide percentage off Maxon current Manufacturers Suggested Retail List Price

_____ %

Quote a single percentage off the manufacturer's suggested retail /list price for all purchase during the awarded period (multiple discount structures will not be accepted)

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

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Category I – Maxon Systems Furniture (cont'd)

Design and Other Services:

Hourly Design Services after 10 hours (first ten hours to be included at no charge)	\$	/hour
Hourly Call back Rate for Technical Assistance	\$	/hour
Hourly Rate for Installation / Assembly	\$	/hour
Hourly Rate for Reconfiguration	\$	/hour
Items available on Quick Ship Program (please quote a single discount off Mfg List price)		_____ %
Storage of Product over thirty (30) days	\$	/ sq ft
Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.		

<u>DELIVERY – Maxon Systems Furniture</u>
Indicate the number of days after receipt of order (ARO) for delivery: _____ Refer to Page six (6), “Delivery,” for specific delivery requirements.
Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

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Category I – Maxon Systems Furniture (cont'd)

CLIENT REFERENCES

Reference # 1:

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

Reference # 2:

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

BIDDERS CONTACT INFORMATION

Primary Contact:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Supervisor: _____ Title: _____

Telephone: _____ Email: _____

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

Project Manager:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Supervisor: _____ Title: _____

Telephone: _____ Email: _____

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

Category I – Maxon Systems Furniture (cont'd)

Subcontractor #1:

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

Subcontractor #2:

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

Please use additional sheets of paper if you have more than two subcontractors

Category II – Office Master Chairs

This bid is a “**brand specific**” bid. Bidders must quote the “**Office Master**” brand only; alternate brands of chairs will not be accepted. Although the brand is specific, the Office Master brand of chairs is open and may be bid by all office furniture suppliers.

Specifications: Detailed product specifications are provided on the quotation schedule, listed on pages eighteen (18) through twenty (20) and are brand specific, bidders quoting alternative brands of chairs will not be considered for the evaluation and award process.

Requirement(s): Bidders must comply with all of the following requirements to be considered for the evaluation and award process:

- 1 Chairs are to be delivered fully assembled, set in place and ready for use
- 2 Awarded vendor shall provide, at no charge to the County, a new sample/demo chair and arm kit of each model to be placed in the Procurement & Contract’s office for the awarded period(s).
- 3 Awarded vendor must be able to provide on-site technical assistance to departments on an “as needed” basis.
- 4 Awarded vendor will be responsible for all warranty related issues including the pick-up, repair and or replacement of the chair at no cost to the County.
- 5 Five sample fabric cards shall be provided at no cost by the awarded vendor along with a current full-line catalog with manufacturer’s suggested list prices.
- 6 Bidders must quote only the **Grade 1 Fabric selections** currently available
- 7 Delivery after receipt of order shall not exceed three (3) weeks
- 8 Bidders are required to provide a single percentage off manufacturer’s suggested retail price list for additional items not listed on the quotation schedule
- 9 The Category must be bid 100% to be considered for evaluation and award. Failure to bid 100% of the category will result in your bid being rejected as non-responsive.

For historical purposes, the County spent approximately \$57,000.00 on "Office Master" chairs during the last twenty three (23) months. Due to current and future fiscal year budget constraints, the County does not anticipate purchasing the same volume during the awarded period. The County makes no guarantee as to the total amount to be purchased during the awarded period.

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Category II - Office Master Chairs – (cont'd)

Item #	Unit of Measure	Model #	Description	Unit Price
1	Each	7780	Office Master Paramount multi-function task chair w/ standard seat pan and back rest, no arms	\$ /ea
2	Each	7878	Office Master Super Paramount multi-function task chair w/ expanded seat pan and back rest, no arms	\$ /ea
3	Each	YS84	Office Master Yes Series Mid Back Multi-function Executive chair , no arms	\$ /ea
4	Each	DB74	Office Master db Series (Discovery Back) Multi-function task chair, no arms	\$ /ea
5	Each	CLS61	Office Master Classic Lab Stool, no arms	\$ /ea
6	Each	KR-200	Office Master Height and Width adjustable T-Arms	\$ /ea
7	Each	KR-251M	Ultra mobility arm, w/ memosoft arm pads	\$ /ea
8	Each	KR-445	Height and width adjustable T-Arms with smooth fore-aft, side to side, and pivoting motion arm caps	\$ /ea

Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

Current Grade 1 Fabric Patterns:
Celestial, Spice and Basic
(quote one bid price for all grade 1 listed fabrics)

Category II - Office Master Chairs – Additional Purchases (cont'd)

REQUIRED - Quote a minimum percentage off Manufacturer's List price _____%

(Evaluation will be based on \$2,000.00 in additional purchases)

Additional discount structures are not acceptable; bidders must quote a minimum percentage off manufacturers list price for the Office Master Chairs not listed in the quotation schedule above. Invoices that include items not listed on the Quotation Schedule must include documentation of the retail cost. Payment of invoices which require, but do not include, such documentation will be delayed until receipt of the required documents.

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

DELIVERY – Office Master Chairs

Indicate the number of days after receipt of order (ARO) for delivery: _____
Refer to Page six (6), "Delivery," for specific delivery requirements.

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

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Category III –“HON” Metal Filing and Storage Furniture

This bid is a “**brand specific**” bid. Bidders must quote the “**Hon**” brand only; alternate brands of metal filing, storage will not be accepted. Although the brand is specific, the Hon brand of furniture is non-exclusive and may be bid by all office furniture suppliers.

Specifications: Bid specifications are based on “**HON**” brand specific product.

- Only Items that do not require assembly are part of this contract. Any items indicating the “ETA” (Easy to Assemble) icon or “Hammer & Wrench” icon are not part of this contract.
- Awarded vendor must be able to provide on-site technical assistance to departments on an “as needed” basis.
- Awarded vendor will be responsible for all warranty related issues including the pick-up, repair and or replacement of product at no cost to the County.
- Delivery after receipt of order shall not exceed ten (10) working days.

Requirement: Bidders must comply with all of the following requirements to be considered for the evaluation and award process:

- 1) Bidders shall quote a firm percentage OFF “HON’S” Current Manufacturer’s Suggested Retail/List Price for the awarded period (one percentage discount for all Hon products).
- 2) All HON product purchases must be delivered fully assembled, set in place and ready for use.

Provide percentage OFF “HON’S” Current Manufacturer’s Suggested Retail/List Price

_____ %

Quote a single percentage off the manufacturers suggested retail price for all purchases during the awarded period (multiple discount structures will not be accepted).

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

DELIVERY – HON Products

**Indicate the number of days after receipt of order (ARO) for delivery: _____
Refer to Page six (6), “Delivery,” for specific delivery requirements.**

**Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

Category IV – Performance Line (Classic Laminate Series) – Desking:

This bid is a “**brand specific**” bid. Bidders must quote the “**Performance Line (PL) – Classic Laminate Series**” brand and models only; alternate brands of laminate furniture desking will not be accepted. Although the brand is specific, the Performance Line (PL) brand of furniture is non-exclusive and may be bid by all office furniture suppliers

Specifications: Bid specifications are based on “**Performance Line – Classic Laminate Series**” and are brand specific product.

- Awarded vendor must be able to provide on-site technical assistance to departments on an “as needed” basis.
- Awarded vendor will be responsible for all warranty related issues including the pick-up, repair and or replacement of product at no cost to the County.
- Delivery after receipt of order shall not exceed ten (10) working days.

Requirement: Bidders must comply with all of the following requirements to be considered for the evaluation and award process:

- 1) Bidders shall quote a firm percentage OFF “**Performance Line – Classic Laminate Series**” Current Manufacturer’s Suggested Retail/List Price for the awarded period (one percentage discount for all product).
- 2) Bidders shall provide the current Catalog, along with Current Retail/List price list for Performance Line- Classic Laminate Series furniture with their bid response.
- 3) Bidders must be able to perform set-up, assembly, and installation of PL Furniture. A service line will be added to each purchase order for delivery, trip charges and/or labor charges.
- 4) Bidders shall provide a rate for round trip charges (round trip charges from Vendors place of business) to Placerville and South Lake Tahoe locations, and an hourly labor rate as indicated in the quotation schedule

For historical purposes, the County spent approximately \$20,000.00 on "Performance Line – Classic Laminate Series" products during the last twenty three (23) months. The County makes no guarantee as to the total amount to be purchased during the awarded period.

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Category IV – Performance Line (Classic Laminate Series) – Desking:

<p>Provide percentage OFF “Performance Line – Classic Laminate Series” Current Manufacturer’s Suggested Retail/List Price</p> <p style="text-align: center;">_____ %</p> <p>Quote a single percentage off the manufacturers suggested retail price for all purchases during the awarded period (multiple discount structures will not be accepted).</p>
<p>Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.</p>

Delivery and Install Charges - Desking:

Round Trip Charges from Vendor’s place of business to all West Slope Locations, (Placerville, Shingle Springs and Diamond Springs zip codes: 95667, 95682, 95619)	\$	/trip
Round Trip Charges from Vendor’s place of business to all East Slope Locations (South Lake Tahoe zip code: 96150)	\$	/trip
Hourly Rate for Assembly / Install (one man one hour)	\$	/hour
<p>Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.</p>		

<p><u>DELIVERY – Performance Line</u></p> <p>Indicate the number of days after receipt of order (ARO) for delivery: _____ Refer to Page six (6), “Delivery,” for specific delivery requirements.</p>
<p>Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.</p>

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Category V – Ergonomic Solutions

This Category is a “**brand specific**” bid Category. Bidders must quote the “**Ergotron and Workrite**” brands only, where indicated by bid item number. Alternate brands of Ergonomic products will not be accepted. Although the brand is specific, the, “**Ergotron**”, and “**Workrite**” brand of Ergonomic solutions are non-exclusive and may be bid by all office furniture suppliers

Specifications: Bid specifications are based on **Ergotron, and Workrite** brand specific products.

- Awarded vendor must be able to provide on-site technical assistance to departments on an “as needed” basis.
- Awarded vendor will be responsible for all warranty related issues including the pick-up, repair and or replacement of product at no cost to the County.
- Delivery after receipt of order shall not exceed ten (10) working days.

Requirement: Bidders must comply with all of the following requirements to be considered for the evaluation and award process:

- 1) Bidders shall quote a firm fixed price for each product (Bid Item) listed in the quotation schedule,
- 2) Bidders are required to bid only on the Brand items they can provide, do not bid if you cannot supply the brands listed.
- 3) Bidders must be able to perform set-up, assembly, and installation of PL Furniture. A service line will be added to each purchase order for delivery, trip charges and/or labor charges.
- 4) Bidders shall provide a rate for round trip charges (round trip charges from Vendors place of business) to Placerville and South Lake Tahoe locations, and an hourly labor rate as indicated in the quotation schedule

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Category V – Ergonomic Solutions “Ergotron”:

Bid Item #	Unit of Measure	Model #	Description	Unit Price
1	Each	24-390-026	Ergotron WorkFit-A Sit-Stand Workstation with suspended keyboard, single monitor 24” or less (5-15 lbs)	\$ /ea
2	Each	24-392-026	Ergotron WorkFit-A Sit-Stand Workstation with suspended keyboard, dual monitor 24” or less (12-28 lbs)	\$ /ea
3	Each	33-350-200	Ergotron WorkFit-S Sit-Stand Workstation with work surface+, suspended keyboard, single monitor 24” or less (25 lbs or less)	\$ /ea
4	Each	33-349-200	Ergotron WorkFit-S Sit-Stand Workstation with work surface+, suspended keyboard, dual monitor 24” or less (25 lbs or less)	\$ /ea
5	Each	97-615	Ergotron Tall User Kit for WorkFit-S, and WorkFit-A workstations with dual monitor 24” or less (12-28 lbs)	\$ /ea
Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.				

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Delivery and Install Charges - Ergotron:

Round Trip Charges from Vendor's place of business to all West Slope Locations, (Placerville, Shingle Springs and Diamond Springs zip codes: 95667, 95682, 95619)	\$	/trip
Round Trip Charges from Vendor's place of business to all East Slope Locations (South Lake Tahoe zip code: 96150)	\$	/trip
Hourly Rate for Assembly / Install (one man one hour)	\$	/hour
Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.		

DELIVERY - ErgoTron

Indicate the number of days after receipt of order (ARO) for delivery: _____
Refer to Page six (6), "Delivery," for specific delivery requirements.

**Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.**

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Category V – Ergonomic Solutions “Workrite”:

Bid Item #	Unit of Measure	Model #	Description	Unit Price
6	Each	2128-22	Workrite Banana Board System: Mouse-Forward platform, left or right mousing, Platform Dimensions: 19w x 13d; Sliding Mouse Tray: 8w x 4/8.5d; Pinnacle 2 Adjustable Arm (3170-22TG)	\$ /ea
7	Each	UB187-25J	Workrite Universal Ultra-Thin Platform; right or left handed mousing, removable LeatheRite palm support; Dimensions: 27.75w x 11.5d; Platform Color: Black; Palm Support Color: Midnight	\$ /ea
8	Each	3170-22TG	Workrite Pinnacle 2 Adjustable Keyboard Arm, tilt indicator, Lift-N-Lock height adjustment, Thin-Glide ball bearing track, 360° swivel, Height range: Flush to 6” below work surface; Tilt Range: -15” to +10”	\$ /ea
Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.				

Delivery and Install Charges - Workrite:

Round Trip Charges from Vendor’s place of business to all West Slope Locations, (Placerville, Shingle Springs and Diamond Springs zip codes: 95667, 95682, 95619)	\$ /trip
Round Trip Charges from Vendor’s place of business to all East Slope Locations (South Lake Tahoe zip code: 96150)	\$ /trip
Hourly Rate for Assembly / Install (one man one hour)	\$ /hour
Erasures, overwrites and the use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.	

DELIVERY - WorkRite

Indicate the number of days after receipt of order (ARO) for delivery: _____
Refer to Page six (6), "Delivery," for specific delivery requirements.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

Category V - Ergonomic Solutions – Additional Purchases:

REQUIRED - Quote a minimum percentage off "Ergotron Manufacturers List price _____%

REQUIRED - Quote a minimum percentage off Workrite Manufacturers List price _____%

(Evaluation will be based on \$2,000.00 in additional purchases)

Additional discount structures are not acceptable; bidders must quote a minimum percentage off manufacturers list price for Ergonomic Solutions not listed in the quotation schedule above. Invoices that include items not listed on the Quotation Schedule must include documentation of the retail cost. Payment of invoices which require, but do not include, such documentation will be delayed until receipt of the required documents.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

PROMPT PAYMENT DISCOUNT TERMS

Indicate percentage discount for prompt payment.

(Note: Discount of less than 2% or with payment terms of less than twenty (20) days will not be accepted and will not be considered for evaluation purposes.)

_____ % Discount if paid within _____ days from date invoice is stamped dated in by
Department.

Indicate "Net" if no Prompt Payment Discount Terms are offered

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.
Refer to Item #3 of the General Terms and Conditions for specific instructions.

STATEMENT OF NO RESPONSE

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc., please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc., or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

Board of Supervisors Procurement Policy C17, Section 8.2:

Removal of a vendor from the bidders list may be for:

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent.

Invitation # (BID, RFP, RFI, RFQ, etc.): _____

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks:

Exhibit "A" STANDARD TERMS AND CONDITIONS

By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.

1. Taxes: County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

2. Alterations: No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the Purchasing Agent of the County.

3. Failure to Deliver: If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.

4. Force Majeure: Vendor shall not be liable for any delay or failure to deliver any or all the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

5. Proposal, Quotation and Attachments: This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

6. Warranty:

6.1 Warranty For Goods: Vendor warrants to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

6.2 Warranty for Services: Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

7. Termination: At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

8. Identification: Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.

9. Cash Discounts: In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.

10. Assignment: This contract may not be assigned in whole or in part without the prior written consent of the County.

11. Independent Capacity: In the performance of this Purchase Order, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

12. Indemnity: The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. Nondiscrimination: Vendor 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 or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

14. Patent Indemnity: The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.

15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of El Dorado.

16. Funding: Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.

17. Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

18. Returns: The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

(The remainder of this page intentionally left blank.)



(Insert Contract #)

COUNTY OF EL DORADO

EXHIBIT "B" - SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as "County"), and **(insert Contactor's business name-BOLD & ALL CAPS)**, a **(insert business type)** duly qualified to conduct business in the State of California, whose principal place of business is **(insert business address)** (hereinafter referred to as "Contractor").

RECITALS

That for and in consideration of the mutual promises, covenants, agreements and conditions herein contained, the parties hereto agree with each other as follows:

Contract Documents

The complete Agreement (hereinafter "Contract") between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement including any Exhibits hereto, and any amendments thereto in accordance with the provisions herein; (b) an executed Subcontractors Listing Form, if applicable; (c) executed Certificate of Insurance forms; (d) an executed California Form 590; (e) an executed Department of the Treasury Internal Revenue Service Form W-9 or County Payee Data Record Form, whichever is applicable; and (f) all executed Change Orders. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

The Work

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner, furnished and installed, and complete and ready for use:

The work described above and all other work as called for, shall be completed in the manner designated in, and in strict conformance with the Contract Documents adopted by County as prepared by the Contract Administrator or Project Manager, which includes the terms Engineer and Architect. The Work shall be performed in accordance with all of the terms and conditions of the Contract Documents.

Protection of Facilities

- A. Contractor shall exercise care to prevent damage to the existing building, grounds and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the Project.
- C. Contractor shall provide for public use, and shall only limit access to the facility as approved by County's Contract Administrator.
- D. Contractor shall provide access for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools and equipment with County's Contract Administrator.

Safety

Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff and all persons performing the Work. Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways or any emergency vehicle access clear for the duration of the Project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

Location of Work

Said work is to be performed at:

Contract Price

As compensation agreed upon for said Work, County shall pay or cause to be paid to Contractor, in full, and for the full contract price and compensation for said completion of the Work, including without limitation, all bonds and insurance, **THE NOT TO EXCEED SUM OF (insert dollar amount in words) DOLLARS (\$(insert dollar amount in numbers))** which sum constitutes the Contract Price for the complete Project (the "Contract Price").

Time of Completion

Time is of the essence. The Work under the Contract shall be completed **within (insert number of days in words) (insert number of days in numbers) Calendar Days** from the date specified in the official Notice to Proceed with the Work, unless an extension of time or suspension of Work is authorized in writing in accordance with a Contract Change Order.

It is agreed by the parties to this Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth above, damage will be

sustained by County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which County will sustain in the event of and by reason of the delay; and it is therefore agreed that Contractor will pay to County the sum of **(insert dollar amount in words-ALL CAPS) DOLLARS** (**\$(insert dollar amount in numbers)**) per calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein; and Contractor agrees to pay the liquidated damages herein provided for, and further agrees that County may deduct the amount thereof from any moneys due or that may become due Contractor under the Contract.

Payment

Payment shall be made to Contractor as follows:

**ONE LUMP SUM UPON COMPLETION AND ACCEPTANCE OF PROJECT
within forty-five (45) days of County's receipt and approval of invoice(s).**

Retention of 5% of the total Contract Price will be held at the option of County. Payment by County as herein provided shall not be construed as an absolute acceptance of defects in the Work or improper materials.

Taxes

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

Audit by California State Auditor

Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Notification of Surety Company (Not Applicable)

Performance Bond (Not Applicable)

Payment Bond (Not Applicable)

Payment of Prevailing Wages

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Chief Administrative Office, Facilities Management Division, and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

Certified Payroll

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor.

Contractor Registration

In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

Records Examination and Audit Requirements

Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of the Contract. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

Payment of all Federal, State or City Taxes

Any federal, state or city tax payable on the articles furnished by Contractor under the Contract shall be included in the Contract Price and paid by Contractor.

Compliance with all Applicable Laws

Contractor shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in the Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes, laws and regulations.

Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Nondiscrimination

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Reporting Accidents

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

Workers' Compensation

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Signed: _____ Dated: _____

Deviation from Plans and Specifications

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approval of County.

Unity of Plans and Specifications

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

Relocation of Utilities

As required by Section 4215 of the California Government Code, County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown in the plans and specifications, and County shall compensate Contractor for the costs of locating and repairing damage to such facilities not due to the failure of Contractor to exercise reasonable care.

Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

If Contractor, while performing the Work under the Contract, discovers utility facilities not identified in the Contract Documents, including the plans or specifications, Contractor shall immediately notify the Contract Administrator or Project Manager. County shall not be liable for Contractor's performance of unauthorized work.

Notice of Discovery of Hazardous Waste or Unusual Conditions

- A. Contractor shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:
1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

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3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.
- B. County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and the Contract will be modified by a Change Order. County will notify Contractor of County's determination as to whether or not an adjustment of the Contract is warranted.
 - C. In the event a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

Subcontracting

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding subcontracting shall apply to this Contract, and Contractor represents that it will comply with all provisions therein. For the purposes of this Contract, no subcontractors are authorized to perform any portion of the Work. **OR** Contractor will be using subcontractor **(insert sub-Contractor)** for the installation of Maxon System Furniture as indicated in Exhibit "A".

Additional Work

County reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator or Project Manager to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Facilities Manager, or where required, by the Board of Supervisors.

Termination by County for Convenience

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the Project for termination.

Termination by County for Cause

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor demanding satisfactory compliance with the Contract. If Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor shall pay to County within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

Successors and Assigns

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

Assignment of Contract

Neither the Contract, this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of County. County may assign this Contract to a lender, or any third party that assumes the obligations of County hereunder.

Amendments

This Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Separate Contracts

County reserves the right to let other contracts in connection with the Work. Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of its work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

Indemnity

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of County, its officers, directors, and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Insurance

GENERAL INSURANCE REQUIREMENTS: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

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2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
 3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Contractor in performance of the Contract.
 4. In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
 5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado as additional insureds on each subcontractor's general and excess liability insurance policies. Upon request by County Contractor shall furnish proof of coverage satisfactory to County as evidence that the subcontractor insurance required herein is being maintained.

INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Chief Administrative Office, Facilities Division, 3000 Fairlane Court, Suite One, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by County's Chief Administrative Office either independently or in consultation with County's Risk Management Division, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect the coverage provided to County, its officers, officials, employees or volunteers.

PRIMARY COVERAGE: Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against County, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

Licenses

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class (insert the class of license, i.e., Class A and title of the license, i.e., General Engineering Contractor; and obtain a photocopy of the license from the Contractor) License as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

Business License

County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

Cleaning Up

Contractor shall not allow the site of the Work to become littered with trash, rubbish or waste material, but shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each work day, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish and waste materials off site at no additional cost to County.

Access to the Work

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work.

Acceptance of Work

The Work will be accepted by County in writing in the form of a Notice of Acceptance signed by the Facilities Manager when the whole shall have been completed satisfactorily, as determined by County or its duly authorized representative. Acceptance of the Work shall not constitute an acceptance of latent defects nor relieve Contractor of responsibility for any act or omission which is a violation of the Contract. County will release retention withheld, if any, thirty-five (35) days after the issuance of the Notice of Acceptance.

Resolution of Claims

Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Contract shall be governed by the provisions of those sections.

Environmental and Toxic Warranty

Contractor warrants that its operations concerning the Project are not and will not be in violation of any applicable federal, state, or local environmental statute, law, or regulation dealing with hazardous materials substances or toxic substances.

Guarantee

Final Guarantee: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. County will give notice of observed defects with reasonable

promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

Extended Guarantees: If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

Warranty: Contractor warrants to County that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

If within one (1) year from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, correct such defective work. If work is rejected by County, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of the Contract.

Notice

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:
County of El Dorado
Chief Administrative Office
Facilities Management Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell
Facilities Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Contractor's Business Name
Street Address

City, State Zip
Attn.: Name of Notices Recipient
Title of Notices Recipient

Either party may change its address for notices by giving written notice pursuant to this Article.

California Residency (Form 590)

All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any Agreement/Contract exceeding \$1,500.00.

County Payee Data Record Form

All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

Venue

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado.

Contract Administrator

The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

Authorized Signatures

The parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

Partial Invalidity

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

Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: _____ Dated: _____
Russell Fackrell
Facilities Manager
Chief Administrative Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
Don Ashton, MPA
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

By: _____ Dated: _____
(Insert the name of signer)
(Insert the title of the signer)
"Contractor"

By: _____ Dated: _____
(Insert the name of signer)
Corporate Secretary