



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #16-990-069

DUE: 3:00 PM – June 10, 2016

Sealed Proposals must be clearly marked on
the outside of the package with:
“RFP #16-990-069 MAILROOM DO NOT OPEN”

Community Recidivism and Crime Reduction Services

The County of El Dorado Office of Procurement and Contracts, on behalf of its Probation Department and in collaboration with the El Dorado Community Corrections Partnership (also referred to as “County”), is requesting proposals from qualified organizations to provide recidivism and crime reduction services for the communities of El Dorado County. Any nongovernmental entity, or a consortium or coalition of nongovernmental entities may submit a response to this Request for Proposal.

This request for proposal (RFP) defines the guidelines and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at

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

RFP results will be posted within approximately fourteen business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- I. **Background:** The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocated \$8 million and the Budget Act of 2015 (Chapter 11, Statutes of 2015) allocated \$4 million to the Board of State and Community Corrections (BSCC) for the Community Recidivism Reduction Grant, described in Penal Code Section 1233.10. Counties were eligible to receive funds if the Board of Supervisors, in collaboration with the County's Community Corrections Partnership, agreed to develop a competitive grant program intended to fund community recidivism and crime reduction services.

On September 16, 2014 and September 22, 2015 the El Dorado County Board of Supervisors notified the BSCC that the County agreed to distribute these funds to service providers as specified in the Budget Act of 2014 and the Budget Act of 2015. The County's combined grant allocation of \$75,000 is based on the population within the county. The Board of Supervisors, in collaboration with the Community Corrections Partnership, have agreed to develop and administer the Request for Proposals, and collect and submit project data to the BSCC. The Board of Supervisors directed staff to work with the El Dorado County Community Corrections Partnership to develop the Request for Proposals application. The El Dorado County Probation Department has agreed to administer the grant award, and collect and submit data to the BSCC.

The County has received \$75,000 as a result of the Budget Act of 2014/2015 (\$50,000) and Budget Act of 2015/2016 (\$25,000). The Board of Supervisors must award the grant funds to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities. Community recidivism and crime reduction services include, but are not limited to delinquency prevention, homelessness prevention and reentry services.

- II. **Project Description:**

Eligibility

For purposes of this project, a "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities that provides community recidivism and crime reduction services to persons who have been released from the state prison, a county jail, a juvenile detention facility, and who are

under the supervision of a parole or probation department; or any other person at risk of becoming involved in criminal activities.

The community recidivism and crime reduction service provider shall have a demonstrated history of providing services listed below under the heading “Eligible Grant Expenditures” to the targeted population during the five years immediately prior to the submission of this application to be eligible to receive these grant funds.

Grant Period

Successful applicants will receive a one-time grant award that must be expended during the grant award period beginning August 1, 2016 and ending June 30, 2018. The schedule for the evaluation process and other future dates may be adjusted without notice.

Timeline

ACTIVITY	TENTATIVE TIMELINE
Release Request for Proposals (RFP)	May 20, 2016
Grant proposals due to Procurement and Contracts by 3:00 p.m.	June 10, 2016
Proposal evaluations completed by evaluation team	June 21, 2016
Evaluation team recommends applicants for Grant awards	June 21, 2016
El Dorado County Board of Supervisors award Grants	July 19, 2016
Grant Period Begins	August 1, 2016

III. **Funds Available:** The County has been awarded a total of \$75,000, with a provider maximum of \$20,000, for distribution to any nongovernmental entity, or a consortium or coalition of nongovernmental entities who provide services to the target population indicated above. The Board of Supervisors, in collaboration with the Community Corrections Partnership will award up to \$20,000 to three (3) or more nongovernmental entities that are approved to receive this funding. Should any funding remain after full proposals are approved, partial funding will be offered to the next highest ranking proposal until all available funds are obligated.

Any grant funds that have not been expended by the end of the grant period shall be returned to the County.

IV. **Project Goal and Design:** The goal of the Community Recidivism Reduction Project is to provide services to the communities of El Dorado County that are designed to enable persons, to whom the services are provided, to refrain from engaging in crime, reconnect with their family members, and contribute to their communities.

V. Grant Requirements:

Eligible Grant Expenditures

The Community Recidivism Reduction Fund is intended to fund community recidivism and crime reduction services for El Dorado County, which may include, but are not limited to, delinquency prevention, homelessness prevention and reentry services, pursuant to California Penal Code Section 1233.10(a). These services may include any or all of the following:

1. Self-help groups.
2. Individual or group assistance with basic life skills.
3. Mentoring programs.
4. Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
5. Job training skills and employment.
6. Truancy prevention programs.
7. Literacy programs.
8. Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
9. Individual or group assistance with referrals for any of the following:
 - a. Mental and physical health assessments
 - b. Counseling services
 - c. Education and vocational programs
 - d. Employment opportunities
 - e. Alcohol and drug treatment
 - f. Health, wellness, fitness, and nutrition programs and services
 - g. Personal finance and consumer skills programs and services
 - h. Other personal growth and development programs to reduce recidivism
 - i. Housing assistance

Reporting Requirements

Data Collection

Service providers are required to report to the El Dorado County Probation Department on the types of services provided and the number of the individuals served by the grant funds.

The Probation Department will be responsible for reporting this data to the Board of Supervisors and the BSCC.

Progress Reports

As part of the grant administration and program evaluation process, grantees must submit quarterly progress reports to the Probation Department. The reports are due within 20 days following the end of each three-month period (quarterly) during the grant period.

In addition, project recipients will be required to submit a final report which summarizes the goals and objectives of the project, services provided, target population and number of program participants served during the grant period. Included in the final report, grant recipients will provide a detail of expenditures supported by grant funds.

Reporting Period	Report Due Dates
July 1 through September 2016	October 20, 2016
October through December 2016	January 20, 2017
January through March 2017	April 20, 2017
April through June 2017	July 20, 2017
July through September 2017	October 20, 2017
October through December 2017	January 22, 2018
January through March 2018	April 20, 2018
April through June 2018	July 20, 2018
Final Program Report	August 1, 2018

VI. Proposal Content:

Exhibits “A,” “B,” and “C” are to be completed by submitting the required information in the tables and fields provided.

Narrative Section

Note: Sections I through V are to be completed in a narrative format. Rating factors will be evaluated regarding the extent to which a proposal adequately addresses the topics listed under the section titles below. If a sub-element doesn’t apply, the Applicant should say so and state the reason. Omission or lack of clarity for any section is likely to result in a reduction of allowable points

Proposal Sections I through V may not exceed a total of five (5) pages, single spaced. All narrative sections must be single-sided pages, in Times New Roman 12 point font, on plain white 8 ½” X 11” paper. The top, bottom, and side page margins must be at least one inch. Each narrative section must be clearly identified with the section title (e.g., Program Need, Program Management, etc.).

The Applicant must submit one (1) original and three (3) copies of the proposal and the ‘Original Copy’ must be marked. Copies of the proposal must be assembled separately and individually fastened in the upper left corner with a binder clip. All proposals are to be three-hole punched. Any costs incurred to develop and submit the proposal are entirely the responsibility of the Applicant.

Section I: Service Provider History

Provide a description of the following:

- Description of the nongovernmental entity, or consortium or coalition of the nongovernmental entities' mission and goals.
- Description of the nongovernmental entity, or consortium or coalition of the nongovernmental entities' history of providing community based services to targeted population.

Section II: Project Need

Provide a description of the following:

- Need for the project in El Dorado County
- How is the need statement supported by local data of El Dorado County
- How the need relates to reducing community recidivism and crime in El Dorado County

Section III: Project Description

Provide a description of the following:

- The El Dorado County population to be targeted by the project
- Project design and key components serving the community of El Dorado County (project description, steps, procedures, resources, and services that will be used)
- How will the project enable the targeted population to refrain from engaging in crime, reconnect with their family members, and contribute to their communities
- How the project and its implementation will reduce community recidivism and crime in El Dorado County

Section IV: Project Management

Provide a description of the following:

- Plan for project management and oversight (staff allocation, management structure, list of service-providing staff)
- Staff qualifications and experience required to provide services
- How the plan for project management supports the scope and goals of the project
- How data will be collected and reported to El Dorado County Probation
- How the project will be evaluated to determine level of success

Section V: Insurance Requirements

A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "D."

- VII. Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on May 27, 2016**. All envelopes or containers must be clearly labeled "**RFP #16-990-069 – QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be distributed via U.S. Mail to all interested parties. Responses to written questions will be posted on the Procurement and Contracts website on or about **June 2, 2016**.

All inquiries shall be submitted by U.S. Mail to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #16-990-069 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- VIII. Proposal Submittal:** Proposers must submit one (1) original and three (3) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #16-990-069 – MAILROOM DO NOT OPEN**", no later than **3:00 PM – June 10, 2016**.

All inquiries shall be submitted by U.S. Mail to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal 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.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.

- IX. Applicable Law:** The solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the State of California and any litigation with respect thereto shall be brought in the courts of this State in the County of El Dorado. The successful Applicant shall comply with all applicable federal, state, and local laws and regulations.
- X. Conflict of Interest:** Applicant warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting grant award, nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the County.
- XI. Public Records Act:** All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code § 6250 et seq). However, if prior to the award of contract further negotiations are contemplated, the County must discern whether public disclosure should await the completion of the negotiations. In these circumstances the County must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code § 6255; Michaelis, Montanari and Johnson v. Superior Court (Los Angeles), 38 Cal. 4th 1065 (2006)).

The RFP and all responses are considered public information with the exception noted above and for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to County by the proposer. Any page of the proposal that is deemed to be a trade secret by the proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.

Public Information Requests prior to award may publish the respondents of the RFP but not the proposals until award is made.

- XII. Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

XIII. County's Rights: The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any Applicant
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview Applicants prior to award
9. To request additional information during an interview

XIV. 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."

XV. Evaluation: Proposals shall be evaluated by a team composed of representatives from the Probation Department and the El Dorado Community Corrections Partnership on the basis of:

PROPOSAL EVALUATION RATING FACTORS	
EVALUATION FACTOR	MAXIMUM POINTS
Applicant's History	25
Project Need	50
Project Description	50
Project Management	25
TOTAL POINTS	150

The evaluation team will review and rate each proposal that is found to meet all technical requirements. The rating factors that will be used, and the maximum rating points allocated to each factor are shown in the table above. Each rating factor will be evaluated regarding the extent to which it is adequately addressed in the proposal. Following this rating process, the evaluation team will forward funding recommendations to the County of El Dorado Chief Probation Officer, Sheriff, and the Director of Health & Human Services which will submit the final recommendations to the County of El Dorado Board of Supervisors for award. Applicants selected to receive the grant funds will be notified in writing by July 22, 2016.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

- XVI. Award:** Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

- XVII. Business License Requirement:** 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 (M/F/H).

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

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

Your participation in the RFP process is important to El Dorado County!

Exhibit "A"
Applicant Information

**COMMUNITY RECIDIVISM AND CRIME REDUCTION GRANT PROJECT
2016-2017/2017-2018**

A. APPLICANT IMPLEMENTING THE GRANT			
APPLICANT NAME	FEDERAL ID NUMBER	TELEPHONE NUMBER	
STREET ADDRESS			
	CITY	STATE	ZIP CODE
MAILING ADDRESS			
	CITY	STATE	ZIP CODE
B. PROJECT SUMMARY (brief 3 or 4 sentences describing the project)	C. GRANT AMOUNT AWARD		
D. APPLICANT PROJECT DIRECTOR			
NAME AND TITLE	TELEPHONE NUMBER		
STREET ADDRESS	FAX NUMBER		
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
E. APPLICANT PROJECT FINANCIAL OFFICER			
NAME AND TITLE	TELEPHONE NUMBER		
STREET ADDRESS	FAX NUMBER		
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
F. APPLICANT DAY-TO-DAY CONTACT PERSON			
NAME AND TITLE	TELEPHONE NUMBER		
EMAIL ADDRESS			
G.. APPLICANT'S AGREEMENT			
By signing this application, the applicant assures that the grantee will abide by the laws, policies and procedures governing this funding.			
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT			
APPLICANT'S SIGNATURE	DATE		

Exhibit "B"
Proposed Budget

A. BUDGET LINE ITEM TOTALS:

Provide the following budget information, **using whole numbers**, for the grant funds being awarded (up to \$20,000).

Proposed Budget Line Items	Grant Funds
1. Salaries and Benefits	
2. Services and Supplies	
3. Professional Services	
4. Fixed Assets/Equipment	
TOTAL	

B. BUDGET LINE ITEM DETAILS:

Provide narrative detail in each category below to sufficiently explain how the grant funds will be used based on the requested funds in the above table. Use the fields provided to submit your responses.

- 1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)**

- 2. SERVICES AND SUPPLIES (e.g., office supplies and training costs)**

- 3. PROFESSIONAL SERVICES (e.g., include name of consultants or providers)**

- 4. FIXED ASSETS (e.g., computers and other office equipment necessary to perform project activities)**

Exhibit "C"
Proposed Timeline

Provide a timeline for the major activities to be accomplished and obstacles to be cleared in order to begin the project.

ACTIVITY	TIME FRAME

Exhibit "D"
Sample Agreement for Services

AGREEMENT FOR SERVICES #____-_____

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide _____.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire _____.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be _____.

Total amount of this Agreement shall not exceed _____.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article _____, Default, Termination, and Cancellation.

ARTICLE IV

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.

ARTICLE V

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

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be

performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

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, Contractor 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.

ARTICLE XI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
(Department Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor 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 attorney's 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 damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its

officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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 Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its

officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

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".

ARTICLE XIX

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.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The 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 the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County 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.

ARTICLE XXIV

Licenses: 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.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XXVI

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

ARTICLE XXVII

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.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

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.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Name
Title
Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

OR

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.
(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)
IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By: _____
Name
Title
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)