



# *The County of El Dorado*

*Chief Administrative Office*

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*Procurement & Contracts Division*  
*Phone (530)621-5830 Fax (530)295-2537*

Date: January 11, 2017

To: All Interested Organizations

**Subject: Request for Qualifications and Statement of Interest**  
**RFQ #17-918-038**  
**Domestic Violence Shelter Based Program**

The County of El Dorado Office of Procurement and Contracts, on behalf of its Health and Human Services Agency (also referred to as "County"), is requesting proposals for Domestic Violence Shelter Based Service Programs in accordance with the requirements and provisions of the California Welfare and Institutions Code, Sections 18290 – 18309.9, to provide direct emergency crisis shelter services to victims of domestic violence and their children.

This Request for Qualifications (RFQ) defines the scope of services and outlines the requirements that must be met by Respondents interested in providing such services. Respondents shall carefully examine the entire RFQ and any addenda thereto, and all related materials and data referenced in the RFQ or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. Respondents are advised to read all sections of this RFQ prior to responding to the RFQ. All information provided in response to this RFQ is subject to verification. Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.

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## 1. Overview

The County of El Dorado is topographically divided into two zones. The northeast corner of the County is in the Lake Tahoe basin and is commonly referred to as the “East Slope” of the County, while the remainder of the County is in the area west of Echo Summit or “West Slope” of the County. The United States Census estimates that, as of 2014, the population of El Dorado County was 183,087.

The purpose of the RFQ is to solicit eligible domestic violence shelter-based service programs consistent with the California Welfare and Institution Code (WIC) Sections 18290 – 18309.8. The intent of the Legislature, according to said sections of the WIC, is “To support projects in several areas throughout the state for the purpose of aiding victims of domestic violence by providing them a place to escape the destructive environment in an undisclosed and secured location, on a 24-hour basis, where staff meet the requirements set forth in Section 1037.1 of the Evidence Code (EC).”

This is an RFQ only. This RFQ is issued for planning purposes only; it does not constitute a Request for Proposal (RFP) or a promise to issue an RFP in the future. This request does not commit the County to contract for any supply or service. Further, the County is not at this time seeking proposals and will not accept any unsolicited proposals. Respondents are advised that the County will not pay for any information or administrative costs incurred in response to this RFQ; all costs associated with responding to the RFQ will be solely at the respondent's expense. Not responding to this RFQ does not preclude participation in any future RFP, if issued. If a solicitation is released, it will be posted on the County website <http://edcapps.edcgov.us/contracts/invite.asp>. It is the responsibility of the potential respondents to monitor the site for additional information. All information submitted by qualified organizations will be retained by the County.

## 2. Background

The Welfare and Institutions Code specifies Domestic Violence Shelter Based Services described in this RFQ be made available specifically for shelter-based programs, as identified in WIC Sections 18294 and 18295, and not subject to the discretionary authority of the County Board of Supervisors.

Funding for this program is made possible by fees paid at the time of issuance of a marriage license, pursuant to Section 26840 of the Government Code, as described in Section 18305 (a) of the Welfare and Institutions Code (WIC). Said section specifies funding made available as a result of fees collected shall be disbursed using a Request for Qualification (RFQ) process. As the result of this RFQ process, the County intends to identify two vendors for Domestic Violence Shelter-based services:

- One vendor will be elected from proposers whose primary business address and primary service area is located on the West Slope.
- One vendor will be selected from proposers whose primary business address and primary service area is located on the East Slope.

Approximately \$100,000 of funding will be available each year. As this funding is contingent on funds collected from marriage license fees, the amount of available funding is subject to change. It is anticipated the County will evenly distribute available funds specifically designated for this program between two respondents identified through the RFQ process.

## 3. Scope of Work

Respondents selected to provide the services described herein will be required to enter into a three (3) year agreement for services with the County substantially similar in form to that attached hereto as Attachment "A," marked "Sample Agreement for Services." Any reference in this Request for Qualifications to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the Responder under the agreement. In the event of any conflict between a provision of this Request for Qualifications and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern.

**A. Definitions:** As supplied from WIC 18291 apply to both this RFQ and to any responses submitted:

1. "Domestic Violence" means abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had a child or is having or has had a dating or engagement relationship."
2. "Cohabitant" means two unrelated adult persons living together for a substantial period of time, resulting in some permanency of relationship. Factors that may determine whether person are cohabitating include, but are not limited to, all of the following:
  - a. Sexual relations between the parties while sharing the same living quarters;
  - b. Sharing of income or expenses;
  - c. Joint use or ownership of property;
  - d. Whether the parties present themselves as husband and wife;
  - e. The continuity of the relationship; and / or
  - f. The length of the relationship.

3. “Domestic Violence Shelter” means a shelter for domestic violence victims and their children that meets all of the following requirements:
  - a. Provides shelter in an undisclosed and secured location;
  - b. Provides staff that meets the requirements set forth in EC Section 1037.1; and
  - c. Meets the requirements set forth in WIC Section 18294.
4. “Undisclosed” means a location that is not advertised or publicized.

Specific to the Evidence Code Sections 1037 – 1037.8

5. “Domestic Violence Counselor” means a person who is employed by a domestic violence victim service organization, as defined in EC Section 1037.1(a)(1), whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training, supervised by an individual who qualifies as a counselor, who has at least one year of experience counseling victims of domestic violence for a domestic violence service organization.
6. “Domestic Violence Service Organization” means a nongovernmental organization or entity that provides shelter, programs, or services to victims of domestic violence and their children, including but not limited to organizations providing services as the following:
  - a. Domestic Violence shelter-based programs, as described in WIC section 18294.
  - b. Domestic Violence program as defined in the California Penal Code Sections 13823.15 – 13823.16.
  - c. Other programs with the primary mission to provide services to victims of domestic violence, whether or not that program exists in an agency that provides additional services.
7. “Confidential Communication” means any information, including, but not limited to, written or oral communication, transmitted between the victim and the counselor in the course of their relationship and in confidence by a means which, so far as the victim is aware, discloses information to no third persons other than those who are present to further the interest of the victim in the consultation or to those whom disclosures are reasonably necessary for the transmission of the information or an accomplishment of the purposes for which the domestic violence counselor is consulted. The term includes all information regarding the facts and circumstances involving all incidences of domestic violence, as well as all information about the children or abuser and the relationship of the victim of the abuser.

**B. Goals and Objectives:**

1. To provide temporary emergency and crisis services to victims of domestic violence and their children.
2. To provide resource connections for victims of domestic violence and their children, in order to facilitate an appropriate transition into a long-term, safe living environment.

**C. Mandatory Program Components**

1. Provide emergency Domestic Violence Shelter services on a 24 hour a day basis, seven days a week.
2. Provide a telephone hotline for crisis calls on a 24 hour a day basis, seven days a week.
3. Provide temporary housing and food facilities.
4. Provide psychological support and peer counseling provided in accordance with EC 1037.1.

5. Provide referrals to existing services in the community.
6. Maintain a drop-in center that operates during normal business hours to assist victims of domestic violence, who have a need for support services.
7. Make arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program.
8. Provide emergency transportation as feasible.

**D. Additional Program Components:**

In addition to the Mandatory Program Components identified herein, to the extent possible, and in conjunction with already existing community services, the domestic violence shelter-based programs shall provide a method of obtaining the following services for victims of domestic violence:

1. Medical care
2. Legal assistance
3. Psychological support and counseling
4. Information regarding other available social services.

**E. Advocacy**

The staff of the domestic violence shelter-based program shall work with social services agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based program.

**F. Community Support:**

The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

**G. Diversity:**

Domestic violence shelter-based programs are to serve a variety of cultural backgrounds, and to the extent feasible, a portion of the domestic violence shelter-based program's personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.

**H. Annual Fiscal Reports:**

A domestic violence shelter-based program shall maintain annual fiscal reports in a form to be prescribed by the Generally Accepted Accounting Principles (GAAP).

**I. Reporting Requirements:** An annual report shall be prepared by the domestic violence shelter-based program for submission to the County Board of Supervisors, as required by statute. The report shall be made available to the public upon request, and shall include the following elements:

1. The total number of persons requesting services of the domestic violence shelter-based program.
2. The number of persons served in the domestic violence shelter-based program, by each type of service provided.
3. A description of the social and economic characteristics of persons receiving services, by type of service provided.

A template for reporting the requirements identified in this section has been included as “Attachment B”. This template will be provided as a form to successful proposers. The template includes a statement serving as a mechanism for re-certification, indicating the agency is eligible to receive funding as part of this program pursuant to WIC Section 18293 (h), which specifies “The process to determine eligibility of a domestic violence shelter-based program to receive funding pursuant to this chapter shall have as its primary purpose to ascertain that the program meets the service requirements of Section 18294. The process shall be expedient and shall include a mechanism for annual recertification.”

**J. 40 Hour Training and Staffing Requirements:**

Successful proposers must guarantee all staff and volunteers providing direct services to domestic violence victims meet the EC definition and requirements for Domestic Violence Counselors. As such, the domestic violence service organization must guarantee:

1. The 40 hours of training provided to persons employed, whether fiscally compensated or not, is supervised by an individual who qualifies as a domestic violence counselor, who has at least one year of experience counseling domestic violence victims for the domestic violence service organization.
2. The training shall include but not be limited to the following areas:
  - a. History of domestic violence;
  - b. Civil and criminal law as it relates to domestic violence;
  - c. The domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information;
  - d. Societal attitudes towards domestic violence;
  - e. Peer counseling techniques;
  - f. Housing;
  - g. Public assistance and other financial resources available to meet the financial needs of domestic violence victims; and
  - h. Referral services available to domestic violence Victims.
3. Any domestic violence counselor who has been employed by the domestic violence service organization for a period of less than six months shall be supervised by a domestic violence counselor who has at least one year of experience counseling domestic violence victims for the Domestic Violence Service Organization.

**K. Client Confidentiality:**

Proposers shall be responsible for guaranteeing the confidential treatment of all client information and Confidential Information, subject to the provisions established in EC Section 1037.2.

**L. Inclusivity of Services:**

All proposers must have and maintain written policies for ensuring all services are inclusive of all survivors of domestic violence and their children. No person shall be, on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, or disability, excluded from participation in services. Male victims and / or male dependent children of victims may not be excluded from receiving services.

**M. Monitoring Provision:**

Pursuant to WIC Section 18293 (f), HHSA, as the designated local agency responsible for the administration of the Domestic Violence Shelter-based Program, is required to monitor each of the domestic violence service organizations receiving funding through this

program. The purpose of this monitoring is to gather information regarding the number of persons requesting services, the number of persons receiving services according to the type of services provided, and the need, if any, for additional services or staffing.

In order to facilitate this monitoring process, all respondents who are contracted for the services described herein will be required to make available any necessary personnel, facilities, and / or records (while respecting client confidentiality), in order for the County to gather the information required by statute and verify the Domestic Violence Service Organization is meeting the service requirements the organization certified it was performing during the proposal process and during any subsequent annual re-certification.

#### **4. Eligibility**

To be eligible to submit a Statement of Interest and Qualifications related to this RFQ process all proposers must:

- A. Be a Domestic Violence Service Organization as defined in the EC, and as referenced herein, serving either the East Slope or West Slope of El Dorado County, with no less than one year of experience providing the direct services to victims of domestic violence identified in WIC Section 18294.
- B. Have a fully operational emergency Domestic Violence Shelter for the purpose of providing a safe housing at an undisclosed location to victims of domestic violence.
- C. Provide a signed statement certifying:
  1. All staff and volunteers providing direct services to domestic violence victims meet the definition of a “Domestic Violence Counselor” according to EC Section 10371.1(a)(1).
  2. The organization meets the EC definition of a Domestic Violence Service Organization and is providing all of the services identified in WIC Section 18294.
  3. The organization is capable of providing forty hours of training, supervised by an individual who qualifies as a domestic violence counselor, consistent with the training guidelines established in EC Section 1037.1 (a) 2.
  4. All staff and volunteers with six months or less of experience as a domestic violence counselor will be supervised by a domestic violence counselor with at least one year of experience counseling domestic violence victims for the Domestic Violence Service Organization.
  5. All information provided by victims will be treated as “Confidential Communication” as defined in the EC Section 1037.2, and only released once compelled by the court or with the expressed permission of the victim identifies the parties to whom the information shall be released.
  6. All services will be provided inclusive of all victims of domestic violence and their children. No person shall be on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, or disability, excluded from participation in services. Organizations may not exclude male victims and / or male dependent children from receiving services.

## 5. Statement of Interest and Qualifications

The Organization's response to this RFQ shall be submitted with all necessary information and documentation needed to demonstrate the Organization's ability to provide Domestic Violence Shelter Based Services as described herein, in addition to the following:

- A. Executive Summary:** The executive summary shall not exceed three pages. The respondent should identify on which slope of El Dorado County the organization is based, East Slope or West Slope. The Respondent shall also provide responses as indicated below:
1. Describe the Organization's overall plan for accomplishing the services identified herein; and
  2. Highlight the major features of the response and identify relevant supporting materials.
- B. Detailed Discussion:** The detailed discussion is a general, but complete, narrative of the Respondent's assessment of the work to be performed and the ability to meet the objectives. This overview should clearly describe:
1. The Organization's understanding of the performance expectations as well as how the requirements will be met;
  2. The Organization's plan for providing the services identified in the Mandatory Program Components;
  3. The Organization's plan for providing the services identified in the Additional Program Components;
  4. The Organization's plan for providing advocacy for victims related to their involvement with social services agencies, schools, and law enforcement agencies;
  5. The Organization's efforts aimed at achieving community support including a description of how the organization recruits and utilizes volunteers;
  6. The Organization's plan and / or efforts for providing bilingual personnel and any efforts made to recruit formerly battered persons as staff members;
  7. The Organization's history and plan for providing 40 hours of training for volunteers and staff consistent with the provisions of the EC definitions and requirements referenced in the RFQ; and
  8. The Organization's history of and plan for guaranteeing the confidential treatment of all client information and Confidential Communication, as herein defined and referenced.
- C. Background and Experience:** Proposers should provide responses as indicated below. Resumes, copies of certificates and / or degrees, and stock biographies will not be considered in lieu of responses to each of the directives listed below:
1. Describe the organization's background and history of providing services to victims of domestic violence including the number of years the organization has been providing these services;
  2. Provide a quantified description of the total number of shelter nights and the total number of victims served in Fiscal Year 2015/2016;
  3. Describe any services available to victims of domestic violence not mandated through this RFQ; and
  4. Describe the agency's history and involvement with the domestic violence field throughout California and nationally, and describe how that involvement has led to the implementation of best practices.



- D. Cost Summary:** Respondents should provide a narrative summary assuming costs will be consistent with half of the funds available for the services described herein. Respondents should describe:
1. How the available funding will be utilized to support program goals and activities; and
  2. What types of costs will be paid for using the funding available.

## **6. Response Content and Format**

Interested parties are requested to respond to this RFQ using white paper.

### **A. Response formatting instructions:**

1. Response should be type written using Arial typeface and a font size of 11 points
2. Type may be no more than six lines per inch
3. Use standard letter size (8 ½ x 11) paper

### **B. Response Content**

1. Cover letter: Provide a cover letter and introduction, including the name of the organization, including the name and address of the organization or individual submitting the response, together with the name, address, telephone and fax numbers and e-mail address of the contact person who will be authorized to make representations for the organization.
2. Table of Contents
3. Responses must not exceed 20 pages, excluding cover sheet
4. Responses must be sequentially numbered throughout and bound with a single staple in the upper left hand corner.

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## 7. Respondent's Questions

Questions regarding this RFQ must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. – on January 18, 2017**. All envelopes or containers must be clearly labeled "**RFQ #17-918-038 – 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 posted on the Procurement and Contracts website on or about **January 20, 2017**. All inquiries shall be submitted by U.S. mail to:

County of El Dorado  
Procurement and Contracts  
360 Fair Lane  
Placerville, California 95667  
RFQ #17-918-038 – Question

**Respondents are cautioned that they are not to rely upon any oral statements that they may have obtained. Respondents 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.**

## 8. Respondent's Submittal

Firms shall submit one (1) original and three (3) copies of their Statement of Interest and Qualifications, along with any addenda, in a sealed envelope, clearly marked on the front "**RFQ 17-918-038 – MAILROOM DO NOT OPEN**" to:

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

Statements must be received in the Procurement and Contracts Division (Purchasing) office no later than **3:00 p.m., January 27, 2017**. For additional information regarding this request, please contact Ashley Wells, Department Analyst at (530) 621-5804.

A respondent may withdraw its Statement of Interest and Qualifications 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. Respondents may thereafter submit a new or modified Statement of Interest and Qualifications **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered. Respondents submitting less than the required number of copies may be rejected and considered "non-responsive." Responses received beyond the deadline will not be considered, and will be returned unopened.

## **Notice to Respondents**

*The Procurement and Contracts Division no longer mails out hard copy letters advising participating Proposers of RFQ results. Please visit our website at <http://edcapps.edcgov.us/contracts/bidresults.asp> for RFQ results. RFQ results will be posted within approximately fourteen business days after the RFQ opening deadline date. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ and the number of responses received.*

### **9. Evaluation & Selection Process**

The County will evaluate all pertinent information and will endeavor to select qualified respondents from those organizations submitting statements. If a selection cannot be made on the basis of the qualification statements alone, the most qualified organizations may be contacted for additional information and, if warranted, personal interviews.

An evaluation screening committee and/or selection committee will be appointed by the Health and Human Services Agency to evaluate the responses and make recommendations for selection and approval for an agreement(s) of services. Respondents may be interviewed by the selection committee either in person or by telephone during the selection process.

Please note that this request is for a Statement of Interest and Qualifications. A detailed cost proposal is not being requested. Final project costs will be limited to the budget available for the project.

### **10. 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 organizations
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 respondents prior to award
9. To request additional information during an interview

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## **11.El Dorado County Website Requirements**

Respondents downloading Bids, RFP's, or RFQ's from the County's web site are responsible for checking the Internet up to the bid due date for any Addenda issued. Printed copies of Bids, RFP's, RFQ's and Addenda are only mailed out to bidders on the County's Master Bidders list. Addenda issued may be required to be acknowledged and returned by participating firms in order to be considered further in the evaluation process. Those respondents not acknowledging and returning Addenda may not be considered and may be rejected as "non-responsive."

## **12.Additional Requirements**

1. Organizations submitting less than the required number of copies may be considered "non-responsive."
2. Submittals received beyond the deadline date and time will not be considered and will be returned unopened.
3. Telephone or facsimile submittals will not be accepted.
4. Any cost incurred by the respondents in the preparation of any information or material submitted in response to the RFQ shall be borne solely by the respondent.
5. The County reserves the right to reject any and/or all submittals, or to withhold the award for any reason it may determine, and to waive or decline to waive irregularities in any submittals.
6. The County assumes no obligation in the solicitation of this general statement of interest and qualifications and all costs responding to this solicitation shall be borne by the interested firms.
7. Responses will be opened in public.
8. This RFQ does not constitute a contract nor an offer of employment. All responses, whether accepted or rejected, shall become the property of the County.

*Thank you for your participation in the RFQ process!*

Terri Knowlton  
Purchasing Agent

## Attachment A

### SAMPLE

AGREEMENT FOR SERVICES #\_\_\_\_-\_\_\_\_\_

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**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: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

**OR**

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- 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 #)