



**COUNTY OF EL DORADO**  
**Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**REQUEST FOR PROPOSAL #08-918-027**

**DUE: 3:00 PM – September 7, 2007**

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

**“RFP #08-918-027 MAILROOM DO NOT OPEN”**

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Purchasing Agent

**Programs and/or Services to Promote the County of El Dorado’s Arts, Culture, and Tourism Resources**

The County of El Dorado Office of Procurement and Contracts, through the Chief Administrative Office, Office of Economic Development, is requesting proposals from qualified organizations to provide promotion services. Any private, public, private non-profit, private for profit or community based organization 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 will no longer mail out hard copy letters advising participating Proposers of RFP results. Please visit our website at [www.co.el-dorado.ca.us/Contracts](http://www.co.el-dorado.ca.us/Contracts) for RFP results. The timeline for posting RFP results may vary depending on the nature and complexity of the request.*

**I. 2007/2008 Guidelines:** El Dorado County understands the importance of providing an aggressive program for attracting business and visitors to El Dorado County. The mission of the Promotion Fund is to create self-sustaining, long-term **marketing and advertising** programs on behalf of Arts & Culture, Agri-Tourism, Business, Film and Tourism, using innovative strategies developed and implemented by partnerships among private, public, and nonprofit entities throughout the County. El Dorado County's Promotion strategy identifies four key principles:

- Sustainable marketing of the County's business and tourism amenities,
- Promotion of County's culture and environment through the arts and film,
- Community-based partnerships that will leverage County revenues, thereby enhancing greater program outcomes,
- Strategic vision for long-term promotional programming.

These guidelines are being used by the County of El Dorado to solicit proposals from organizations to provide promotional services and assist the Board of Supervisors in their evaluation process. Any public, private nonprofit, private for profit or community based organization located in El Dorado County is eligible to submit a proposal.

The Board of Supervisors retains the authority to set the amount of funding to be awarded through this process and to make awards. The Board of Supervisors may contract with another organization and/or individual other than the one whose application is rated highest. Contract services are to be provided for a one year term.

The award process will be conducted in such a manner as to be in compliance with all federal, state and local laws. The process will provide for free and open competition, with each bidder being treated in a fair and equitable manner. Applicants will be rated on performance measures in the submitted proposal, quality of programs proposed, and the leveraging of County funds with other revenues. Proposals will be recommended for funding by the Promotions Program Review Committee which will include representation from a minimum of three members of the Economic Development Advisory Committee along with a minimum of three industry sector experts' members from the seven county Sacramento region: Economic Development, Travel and Tourism, Agriculture, Recreation, Community Development, Education, and Finance. Recommendations of the Promotions Program Review Committee will be reviewed by, with final approval and funding allocations to be determined by the County Board of Supervisors. Contracts awarded as a result of this application will be on a cost reimbursement basis.

**II. Proposed RFP timelines:** Below is the proposed timeline for the subject RFP. The dates herein below are for illustrative purposes only and are subject to change without notice.

- |  |                               |
|--|-------------------------------|
| ▪ Release and advertise RFP:                 | August 10, 2007               |
| ▪ Proposers' Questions Due:                  | August 24, 2007 – 3:00 p.m.   |
| ▪ Proposal Responses Due:                    | September 7, 2007 – 3:00 p.m. |
| ▪ Complete Evaluation and Selection Process: | September 21, 2007            |
| ▪ Award of RFP by the Board of Supervisors:  | October 2, 2007               |

**III. Funds Available:** The amount of program funds available is \$440,000 with no more than five (5) contracts awarded. The funding categories for this funding cycle are: Arts & Culture, Agri-Tourism, Business, Film and Tourism. **The County does retain the right to withhold funds from any or all categories at its discretion.**

Prior to contract award and funding, an on-site review may be conducted to ensure that required systems and procedures are in place and facilities and programs are free of barriers to persons with disabilities. Results of an on-site review must be deemed satisfactory for proposal to be considered for funding.

**IV. Terms of Award:**

1. The grant period for the Competitive Grant Fund will be a year from signature of contract.
2. Applicants must sign and adhere to the requirements established in the Grant Agreement (an example has been attached to this application), which includes the submission of periodic status reports and a year-end audited financial statement covering the term of the agreement.
3. Funding is available for corporations or organizations that can provide the following information and documentation:

Nonprofit Incorporation (if applicable): Date: \_\_\_\_\_ State: \_\_\_\_\_

Date of IRS non-profit designation: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

State Tax ID Number: \_\_\_\_\_

Certificate of Good Standing (for private “for-profit” corporations)

3. Provide the Zoning and General Land Use designation of the property for which the program will take place. Information regarding this can be obtained by contacting the County of El Dorado Planning Department at 530-621-5355.

**V. Budget:** As part of the following budgetary information, list all programmatic and requested El Dorado County Promotion funded salaries BY INDIVIDUAL NAME AND POSITION, not on a lump-sum basis. Indicate what percentage of each dollar goes directly into the service provided for your clients, i.e., non-administrative costs. Also indicate the percentage of the overall program that El Dorado County Promotion funds contribute to with respect to funds received elsewhere. Please use samples attached as a guide when preparing your information in response to this entire section.

Please submit requested budget information on unbound sheets of paper.

1. FY 2006–07 BUDGET — CURRENT YEAR (Refer to Appendix B)

For an existing program for which you are seeking continued funding, please provide a budget, limited in scope, which includes programmatic revenues that are comparable to the Promotion requested funding, by source and expenditures for FY 06/07. If the program is receiving FY 06/07 Promotion funds, please indicate what expenditures the contract for services supported. This information will be used in the evaluation process as a guideline of the past use of funds for this type of program.

2. FY 2007–2008 PROPOSED BUDGET (Refer to Appendix C)

Submit a projected FY 2007-08 budget which includes anticipated revenues and expenditures for your program. Clearly indicate what expenditures are to be supported by Promotion funds. Where applicable, indicate the *percentage* of each of your program expenditures to be funded by Promotion funds if other funding sources will be used.

In the presentation of your projected budget, please adhere to the following guidelines:

- a. If your organization plans on funding salaries with Promotion funds, please list the staff-members', percentage of time spent on the funded program (vs. total amount of time worked at organization which may not necessarily include time spent on funded program) and ensure that the percentage of Promotion funds allocated to the staff member's salary is consistent with the amount of time spent on the funded program.
- b. If your organization plans on using Promotion funds for operational costs (i.e. rent, utilities) or supplies (i.e. food, office supplies, paper, etc.), please list the percentage of the operational costs or supplies that will be dedicated to the specific program for which you are requesting funding and ensure that the percentage of Promotion funds allocated to such costs or supplies is consistent with the amount of costs or supplies dedicated to the funded program's operation.

*Reimbursable travel expenses include airfare, lodging, and conference or tradeshow registration fees. Reimbursement will not be made for mileage, meals, or gift items, whether related to travel or not.*

**VI. Proposal Content:** Interested organizations shall complete all of the information listed in Appendix "A". Each section of the proposal must be complete and clearly describe the program being proposed. **Incomplete proposals will be eliminated from consideration.**

**Cover Letter:** Provide a "Cover Letter" and introduction, including the name and address of the organization or individual submitting the proposal, 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, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. The letter must be signed by an individual authorized to bind the firm contractually.

**VII. Proposal Submittal:** Proposers must submit one (1) original and eight (8) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #08-918-027 – MAILROOM DO NOT OPEN**”, no later than **3:00 PM – September 7, 2007**, to:

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

Proposers are to be cautioned that if responses received are not clearly marked they may be overlooked for consideration and evaluations. It is the sole discretion of the County to accept an unmarked envelope or container if the proposal submittal is received by the stated date and time.

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 Dustin T. Bailey, Department Analyst II at (530) 621-5833.**

**VIII. Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **3:00 PM – on August 24, 2007**. All envelopes or containers must be clearly labeled "**RFP #08-918-027, 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 & Contracts Website on or about **August 31, 2007**.

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

Bonnie H. Rich, Purchasing Agent  
Procurement and Contracts  
Purchasing

330 Fair Lane  
Placerville, California 95667  
RFP #08-918-027 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.**

**IX. Public Records Act:** All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

**X. 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.

**XI. County's Rights:** The County reserves the right to:

- Request clarification of any submitted information
- Waive any informalities or irregularities in any qualification statement
- Not enter into any agreement
- Not select any consultant
- Cancel this process at any time
- Amend this process at any time
- To award more than one contract if it is in the best interest of the County
- Interview consultants prior to award
- To request additional information during an interview

**XII. El Dorado County Web Site Requirements:** Proposers downloading Bids or RFP’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 and Addenda are only mailed out to bidders on the County’s Master Bidders list. Addenda issued are required to be acknowledged and returned by participating bidders in order to be considered further in the evaluation process. Those bidders not acknowledging and returning Addenda will not be considered and will be rejected as “non-responsive”.

**XIII. Evaluation:** Proposals shall be evaluated by an Economic Development Advisory Committee on the basis of:

**APPLICATION EVALUATION CRITERIA**

Criteria		Maximum Points
1.	Responsiveness to Department objectives.	15
2.	Integration of proposed promotional program with applicant’s marketing plan.	10
3.	Facilitation of collaborative approach. (Collaborative approach is defined as three or more organizations that, through a combined effort, encourage, develop and foster economic growth.)	15
4.	Description of the anticipated results of the project and how they will be measured and evaluated.	10
5.	Financial capacity to carry out the proposed project in a credible manner.	15
6.	Leveraging of other dollars demonstrated by letters of commitment from other entities of their support through matching dollars to the marketing plan of program of work.	15
7.	Submittal of proposal on appropriate forms using appropriate format.	10
Bonus Points	Bonus Points will be awarded to organizations that can demonstrate previous successful program implementation and ROI to the county.	10
Point Deduction	Points may be deducted if the organization received and reverted (did not use) Promotion Program funds in 2006 fiscal year.	- 15
<b>Total Points Available</b>		<b>100</b>

*\*\* Although matching funds are not required, greater consideration will be given to those applicants who can demonstrate that funds requested are leveraged with other private or public cash and in-kind resources.*

Proposals will be evaluated on the extent to which the agency meets the following criteria:

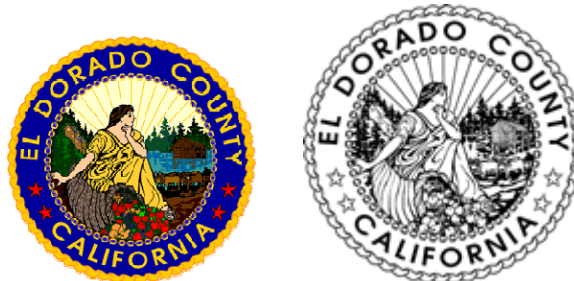
1. Proposal presentation is clear;
2. Clear statement of how the program is consistent with the Counties Promotion strategy;
3. Clear identification of the need and asset of this program;
4. Proposal states, using relevant data, to what extent the agency or collaborative has the capacity to meet the needs identified in proposal;
5. Proposal contains goal statements, specific program activities, timelines and measurable short and long term outcomes;
6. Proposal provides track record of service to the identified project or program;
7. Proposal describes how agency is linked with the community it serves in order to provide services and lead agency has provided letter(s) of support from partnering agencies;
8. Proposal describes how the agency evaluates the success of its program;
9. Proposal describes how the agency will leverage Promotion funds to provide services; and
10. Applying agency is fiscally sound, and has included a review of most recent audit and IRS form 990.

**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.**

**XIV. 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.

**XV. Creative Requirements:** The County of El Dorado's logo must appear on any print media, television advertising, tradeshow booths and/or websites that are funded in part by Promotions Program funds. The logos will be provided electronically and on hardcopies, and will be available for download from the Office of Economic Development's website, [www.co.el-dorado.ca.us/economic](http://www.co.el-dorado.ca.us/economic). Alternative logos and sizes may be available on request from the Office of Economic Development. Following sample of the El Dorado County logo. The most appropriate logo should be used.



Radio advertising must include the wording, "El Dorado County, California, Office of Economic Development." Film projects must also include the wording, "El Dorado County, California, Office of Economic Development."



**XV. Audit Requirements:** The successful Proposer(s) will be required to submit a year-end audited financial statement covering the term of the agreement. The financial statements are to clearly show the amounts received and expended for the tasks detailed in the final agreement. Said audited financial statement shall be submitted to the County within One Hundred Twenty (120) days following the end of the contract term, the end of the Contractor's fiscal year.

The successful Proposer(s) will be required to maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this article. Such records shall clearly reflect the cost and scope of the services provided.

The successful Proposer's facility or office or such part thereof as may be engaged in the performance of the agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives, including the Comptroller General of the United States.

The successful Proposer(s) shall preserve and make available its records for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of the agreement, or by either of the following:

1. If the agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of four (4) years from the date of any resulting final settlement; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by Contractor to the County.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

**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).

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

**(the remainder of this page is intentionally left blank)**

**STATEMENT OF NO RESPONSE**

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

*Board of Supervisors Procurement Policy C17, Section 8.2:*

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

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

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

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

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Remarks:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix A**

**EL DORADO COUNTY PROMOTION FUND  
2007 / 2008**

**PROPOSAL**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Board Chair: \_\_\_\_\_

Person Completing form: \_\_\_\_\_ Phone: \_\_\_\_\_  
(If different from Exec. Dir.)

**Signature of Executive Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name of Program(s): \_\_\_\_\_

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**Promotion Fund Strategy Applying for:**

Arts & Culture

- 1. Local Cultural Events or Programs
- 2. Educational Arts Programs
- 3. General Arts Related Promotion

Film

- 1. Film Commissioner
- 2. Film Grants/Loans

Business (Business Retention & Expansion - BRE)

- 1. BRE Visitation Program

Tourism

- 1. General Tourism Promotion
- 2. Agricultural Tourism Promotion
- 3. Recreational Tourism
- 4. Cooperative Promotion
- 5. Representation in State and Local Fairs

- 2. Recreation, Lodging, Restaurant Promotions

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Amount requested for this program: \$ \_\_\_\_\_

Minimum amount requested to adequately carry out this program if full funding is not possible: \$ \_\_\_\_\_



NEED STATEMENT

*Please respond to statements in the space provided. Do not submit additional pages.*

1. Describe the need and how this program and its strategies will support this need. Include the following in your description:
  - Extent to which the organization has the capacity to meet the needs of the program area to be served.
  - Extent to which these needs are not being met by current community resources.
  - Needs and strengths of the target program area to be served.(Clearly demonstrate how the program will fill a gap in services and be implemented.)

PROGRAM DESCRIPTION

*Please respond to statements on this space and on the following page (5) if necessary. Do not submit additional pages.*

Describe the following elements of the program:

- Specific program objectives (include anticipated measurable outcomes)
- Job creation (if applicable) for County residents
- Specific program activities
- Show how program effectively provides service to meet the need of the program area
- Timeline for meeting objectives.
- Duration of program; single year vs. multi-year program
- Location where the services will be provided and the days and hours of operation (if applicable).
- Staffing needs (e.g. program requires 2 employees and 1 program manager)

PROGRAM DESCRIPTION

*Do not submit additional pages.*

*continued from previous page:*

## PROGRAM EVALUATION

*Please respond to statements in the space provided. Do not submit additional pages.*

1. Please indicate your method of evaluating the performance of the program. You will need to provide the following as it pertains to the attainment of programmatic goals and objectives:
  - Describe the parameters you will use to evaluate program success.
  - Describe what data you will collect to verify completion of your short and long-term program objectives.
  - Include an evaluation on how the achievement of the program's goals and objectives for FY 2007-08 will benefit the County as a whole.

*Performance reporting shall be completed monthly and to be based upon promotion strategy be employed.*

*Examples of acceptable performance measures may include but are not limited to the following:*

*I.E. General Tourism Promotion*

- Organizations updated in inventory/database
- Visitor Bureau Group Sales & Services Activity
  - Prospects Contacted, Leads Distributed, Proactive vs. Reactive Leads, Groups Booked, Room Nights generated, Groups Serviced
- Visitor Center Walk-ins
- Media Stories Assisted
- News Releases Distributed
- Advertisements Placed
- Direct mail Promotions
- Visitor Inquiries Generated
  - Website User Sessions
  - Traditional Advertising
- Literature Distributed
- Distribution of White Papers, Reports, Newsletters to Community Stakeholders

*Program success should reflect the short and long-term attainment of the program's targeted goals and objectives and your organization's interaction with other organizations to achieve program results. For purposes of this application, "short-term" is defined as less than one program year and "long-term" is defined as past program year.*



COMMUNITY LINKAGES

*Please respond to statement in the space provided. Do not submit additional pages.*

How does your agency link with the community to administer this program? This can include both formal and informal relationships. (e.g. community based organization, industry based organizations, neighborhood associations, churches, non-profits, schools...etc). Please be specific.

### COLLABORATIVE PROGRAMS

*Please respond to statements in the space provided. Do not submit additional pages.*

1. Indicate your organizations responsibility as the fiscal agent of the collaborative. Describe each partner's role and the relationship between all the parties. Describe the benefits of collaborating on this program. On Exhibit D list all the partners involved, including a contact name, address and telephone number for each agency.

STAFF / ORGANIZATION

*Please respond to statements in the space provided. Do not submit additional pages.*

Please use this page to more fully describe your organization and to explain how your professional qualifications will help carry out the proposed program. A favorable evaluation of this section will depend on how clearly your qualifications will promote a successful program.

1. Indicate how long the organization has been in existence: \_\_\_\_\_
2. Staff:
  - (a) List by name and title each staff member whose time will be dedicated to the proposed program indicating how much time will be spent by each on activity for which funding is requested.
  - (b) Supply relevant experience of each staff member listed in (a) and including the length of time they have worked in this program.

FINANCIAL INFORMATION

*Please respond to statements in the space provided. Applicant must use a size 10 font with Times New Roman script. Do not submit additional pages.*

1. Describe how the agency will leverage County Promotional funds to provide support for the program services, including public, private, in-kind, cash, volunteer support and other funding sources.
  - In addition, describe how the organization will secure on-going funding and other resources to sustain the program.

Describe how this contract for service will benefit the proposed program (e.g. will increase overall County revenue, increase number of visitors to County, increase ongoing partnerships that will sustain long term promotional efforts....etc)

**Appendix B & C**  
**Example of Budget Format**  
**Program Year 2006-07 Budget – Current Year**  
**&**  
**Program Year 2007-2008 Budget – Proposed**

	<u>Total</u>	<u>County \$\$</u>	<u>% County</u>	<u>Other</u>	
<u>Description</u>					
<u>Expenditures:</u>					
	% of total				
	FTE				
Salaries:					
Director	.2	42,359	21,000	50%	21,359
Coordinator	1.0	24,250	24,240	100%	0
Admin Asst.	.2	16,490	0	0	16,490
Intern	.5	5,335	0	0	5,335
Benefits		14,212	0	0	14,213
Supplies		500	0	0	500
Rent & Utilities		4,240	0	0	4,240
Communications		1,200	0	0	1,200
Local Travel		600	0	0	600
Insurance		600	0	0	600
Staff Training (workshops, materials, etc)		400	0	0	400
Other:					
Advertising		13,000	13,000	100%	0
Financial Assistance		9,000	0	0	9,000
Repairs/Maintenance		<u>6,512</u>	<u>0</u>	<u>0</u>	<u>6,512</u>
<b>Total FY Expenditures</b>		<b>117,698</b>	<b>45,240</b>	<b>38%</b>	<b>117,698</b>
 <u>Revenues:</u>					
County Promotion Funds		45,240			
El Dorado Wine Association		12,000			
Membership Dues		8,000			
Apply Hill Association		12,000			
El Dorado Arts Council		20,000			
City TOT		5,000			
State Funding		43,000			
Donations/Fundraising		<u>17,696</u>			
<b>Total Revenue</b>		<b>117,698</b>			



## Appendix E

### AGREEMENT FOR SERVICES #000-S0711

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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 non-profit mutual benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is (~~~~~~) (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County desires to obtain a Contractor to provide services and products which will induce immigration of commerce to and increase the trade and commerce of the County, said services to include any or all of the activities and operations described in Government Code Section 26100; 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:** Upon adoption of the 2007/08 County Budget, the County Board of Supervisors approved funding for Contractor to provide (~~~~~). Contractor agrees to provide services and products during the contract period, in accordance with Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof subject to Fiscal Consideration set forth in Article VIII.

The services and products shall be provided by contractor under the general direction of the County Economic Development Coordinator (the "Administrator"). The Administrator, or his/her designee, shall monitor the services and no new services, either through expansion or program change, nor any reductions of the services, shall occur without the written approval of the Administrator and the Board of Supervisors.

### ARTICLE II

**Term:** The term of this Agreement shall be October 1, 2007 through September 30, 2008, subject to the provisions for earlier termination as provided for hereinbelow.

### ARTICLE III

**Compensation for Services:** For Services provided herein, County agrees to pay Contractor the sum of (~~~), with a total amount not to exceed (~~~~), inclusive of all expenses, in accordance with Exhibit "B", marked "Budget", incorporated herein and made by reference a part hereof.

A. **Manner of Payment:** For services provided or products delivered by Contractor during the contract term in accordance with Exhibit "A" payments shall be made monthly in arrears within thirty (30) days following County's receipt and approval of itemized invoices and claims together with supporting documentation showing the amounts and expenditures actually incurred or expended. Invoices must include all receipts, including any requests for advertisements and/or publications. In no event will the County reimburse Contractor for the purchase of alcoholic beverages. All invoices shall reflect descriptions of all of the charges and shall, in reasonable detail, give information regarding the services for which a claim is made.

All itemized invoices, claims and supporting documentation shall be submitted monthly to the Contract Administrator and be subject to the review and approval of the Contract Administrator and the County Auditor-Controller acting on behalf of the County Board of Supervisors.

B. **Limitation on Payment:** Payments made to Contractor by County hereunder shall be used exclusively for the performance of tasks as listed in Exhibit "A" as set forth herein. Contractor expressly agrees that no funds paid by County hereunder shall be used directly or indirectly for any purpose or activity prohibited by law and shall be limited to those activities or operations authorized pursuant to Government Code Section 26100.

C. **Minor modifications to line items in Exhibit "B"-Budget** may be approved in writing by the County Contract Administrator, in the form of a letter of request from the Contractor, signed and accepted by the Contract Administrator. All such modifications shall be attached hereto and made a part of this Agreement. Modifications that increase the total contract amount or change the ratio of administrative cost to direct service cost may only be approved by the Board of Supervisors in the form of a written amendment to this Agreement.



#### ARTICLE IV

**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 V

**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 VI

**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 VII

**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 VIII

**Fiscal Considerations:** Monies funding this Agreement are made available on a fiscal year basis, specifically October 1 through September 30 of each fiscal year. In the event that funding is not made available during the period of this Agreement, this Agreement shall be cancelled in its entirety.

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 IX**

### **Audits Required:**

- A. Contractor shall submit a year-end audited financial statement covering the term of this Agreement. The financial statements are to clearly show the amounts received and expended for the tasks detailed in Exhibit "A". Said audited financial statement shall be submitted to the County within One Hundred Twenty (120) days following the end of the contract term, the end of the Contractor's fiscal year.
- B. Contractor shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this article. Such records shall clearly reflect the cost and scope of the services provided.
- C. Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives, including the Comptroller General of the United States.
- D. Contractor shall preserve and make available its records for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:
  - 1. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of four (4) years from the date of any resulting final settlement; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by Contractor to the County.
  - 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

## ARTICLE X

**Revenue and Budget Surplus:** If it is determined by County at the termination of this Agreement and the Audit review that there have been payments by the County in excess of or contrary to that provided in the aforementioned auditing standards, Contractor agrees to refund and repay all such amounts to the County within thirty (30) days following such determination.

## 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.

- 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 seven (7) calendar days upon written notice by County for any reason. 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. 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.

## ARTICLE XII

**Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**ARTICLE XIII**

**Reports:** Contractor shall file monthly progress reports with the County’s Contract Administrator showing the manner and amount in which the funds paid pursuant to this Agreement were actually expended by task or program. Said reports shall be in written narrative form, summarizing the progress and extent of completion of the tasks pursuant to Exhibit “A”. The final, monthly report shall reflect cumulative totals and be filed within sixty (60) days following the end of the contract term.

**ARTICLE XIV**

**Ownership of Rights:** County and Contractor hereby expressly agree that all brochures, releases, photographs, promotional written and/or film materials and printed materials described in Exhibit “A”, whether produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused footage and printed materials.

**ARTICLE XV**

**Nondiscrimination:** In providing services, employing personnel, or in any other respect of this Agreement, Contractor shall not employ discriminatory practices on the basis of race, color, sex, age, religion, national origin or ancestry, or physical or mental handicap.

**ARTICLE XVI**

**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 in duplicate and addressed as follows:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: SUE HENNIKE

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

~~~~~  
~~~~~  
~~~~~  
ATTN: ~~~~~

or to such other location as the Contractor directs.

## ARTICLE XVII

**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 attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or 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 XVIII

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

- A. Full Workers' Compensation and Employers' 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.
- C. Automobile Liability Insurance of not less than \$500,000.00 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, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) 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 El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 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 the Risk Management Division 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 thirty (30) days prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- 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 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 the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XIX**

**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 XX**

**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 XXI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. 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 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**

**California Forum and Law:** 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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is (~), Economic Development Coordinator, or successor.

**ARTICLE XXV**

**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 XXVI**

**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 XXVII**

**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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXVIII**

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

**CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(~)  
Economic Development Coordinator

**REQUESTING DEPARTMENT CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Laura Gill  
Chief Administrative Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

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

Dated: \_\_\_\_\_

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

ATTEST:  
Cindy Keck,  
Clerk of the Board of Supervisors

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

**-- CONTRACTOR --**



Dated: \_\_\_\_\_

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

~~~~~  
"Contractor"

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