



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
360 Fair Lane  
Placerville, CA 95667

**REQUEST FOR PROPOSALS #17-918-023**

**DUE: 3:00 p.m., DECEMBER 7, 2016**

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

**“RFP #17-918-023: MAILROOM DO NOT OPEN”**

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**SECURITY SERVICES MIGRATION**

The County of El Dorado Office of Procurement and Contracts, on behalf of its Sheriff's Office (also referred to as "Sheriff"), is requesting proposals for Security Services Migration.

This Request for Proposal (RFP) defines the scope of services 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.**

**TABLE OF CONTENTS**

- I. General Information
- II. Scope of Work
- III. Proposal Submittal Requirements
- IV. Proposers' Questions
- V. Proposal Submittal
- VI. Selection Criteria
- VII. Evaluation Process
- VIII. Rejection of Proposals
- IX. Valid Offer
- X. County's Rights
- XI. Contract Award
- XII. Website Requirements
- XIII. Conflict of Interest
- XIV. Public Records Act
- XV. Business License Requirement
- XVI. Public Agency

**ATTACHMENTS:**

- |              |                                       |
|--------------|---------------------------------------|
| Attachment 1 | Cost Proposal                         |
| Attachment 2 | Certification                         |
| Attachment 3 | Sample Professional Services Contract |

## I. GENERAL INFORMATION

The County of El Dorado Office of Procurement and Contracts, on behalf of its Sheriff's Office (also referred to as "Sheriff"), is requesting Proposals for Security Services Migration. The project will include:

- A. Collection of detailed data regarding the current Sheriff network security requirements and architecture.
- B. Develop an acceptable plan with testing methodology for pre-and post-implementation.
- C. Testing and implementation of new system.
- D. Approval and sign-off of implemented system.

## II. SCOPE OF WORK

To improve and strengthen the Sheriff's network security system, including filtering of suspect websites, improve control of outbound web traffic, and intrusion protection, the Palo Alto Networks PA-5020 system has been selected by the Sheriff. Proposer will manage all activities from schedule, resources, processes, and quality, to assist Sheriff staff throughout the project. Proposer will emphasize best practices with regards to project management and coordinate with Sheriff personnel in:

- Implementation assistance
- Analysis
- Network / security assessment
- Documentation
- Testing
- Training
- Overall technical guidance

Project status reports will be provided, and project status meetings will be conducted on a weekly basis.

Implementation will be in four (4) phases:

### Phase 1 – Initiation:

Proposal will collect detailed data about the current Sheriff network security requirements and architecture.

***Deliverables:*** Creation of a project plan to be delivered in electronic format.

Phase 2 – Planning:

Proposer will work alongside Sheriff personnel to begin planning and migration. Specifically, a series of baselines and validations will be developed and performed to ensure optimal execution of the implementation. Major milestone tasks in this phase include:

- Validate
  - Current network security design specifications
  - Detailed wired network topology design
  - Security and NAT policies
  - Logical addressing scheme
- Create
  - Configuration and network operating system baseline
  - Administrative access control baseline
- Develop
  - Plan for pre/post migration validation testing
  - Network diagrams to reflect changes made to the environment
  - Maintenance window schedule

***Deliverables:***

- At a minimum, two (2), two (2) hour meetings with Sheriff personnel (either in person or via remote conference call).
- Operating system, configuration, and administrative baseline selection summaries delivered via weekly project meeting (remote conference call).
- Pre/post migration validation test plan delivered in electronic format.
- Network diagrams delivered in electronic format.
- Maintenance window schedule delivered in electronic format.

Phase 3 – Execution:

Proposer will coordinate with Sheriff to implement the solution in the production environment. The major milestone tasks in this phase include:

- Migrate perimeter network security services at the following EDSO locations
  - Placerville - Redundant enterprise-class Palo Alto Networks firewalls in an active/passive configuration
- Implement network security management appliance
- Monitor post-implementation in case failback is required
- Compile documentation created / collected throughout the project

***Deliverables:***

- Minimum of two (2) hours of post-migration troubleshooting per location
- Project documentation which includes:
  - Executive summary
  - Visio diagrams (pre-project)

- Visio diagrams (post-project)
- Configuration data/ highlights
- Recommendations

Phase 4 – Closing:

A meeting will be scheduled to review milestones, check-off deliverables, and ensure that the project is fully complete. In preparation for this meeting, Proposer will work with Sheriff to ensure all deliverables are complete and handed off, and perform all other project closure activities. The final meeting will serve as the official end of the project.

**Deliverables:** Delivery and review of the project documentation (minimum of one (1) edit consisting of a minimum of two (2) hours).

### III. PROPOSAL SUBMITTAL REQUIREMENTS

The successful Proposer shall be an Accredited Configuration Expert (ACE) Palo Alto Networks Partner and must complete Attachment 1 marked "Cost Proposal". A copy of the ACE certification must be copied and stapled to Attachment 2 marked "Certification". In addition, the successful Proposer will be required to enter into an Agreement for Services with the County, similar in form to that attached hereto as Attachment 3 marked "Sample Agreement for Services".

### IV. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on NOVEMBER 15, 2016**. All envelopes or containers must be clearly labeled "**RFP #17-916-023: 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. County reserves the right to decline a response to any question if, in 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 County, will be posted on our website on or about **NOVEMBER 23, 2016**.

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

County of El Dorado  
Procurement and Contracts  
360 Fair Lane  
Placerville, California 95667  
RFP #17-918-023: 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.**

## V. PROPOSAL SUBMITTAL

Proposers must submit one (1) original and three (3) copies of Attachments 1 and 2, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #17-918-023: MAILROOM DO NOT OPEN**”, **no later than 3:00 p.m. on DECEMBER 7, 2016**, to:

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

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

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

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

**For questions regarding the Request for Proposal process, contact Linda Silacci-Smith, Sr. Department Analyst, at (530) 621-5417.**

## VI. SELECTION CRITERIA

Proposals will be evaluated based on the completeness, price and references.

The selection criteria provided is to assist prospective Proposers and is not meant to limit other considerations that may be identified during the course of the selection process.

## VII. EVALUATION PROCESS

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until County releases a Notice of Intent to Award.

A Proposal Selection Committee will be appointed by County to evaluate the Proposals. It is anticipated that representatives from County and other local government entities will conduct the evaluations. The Proposal Selection Committee may interview respondent firms during the selection process if it is determined to be necessary.

The Evaluation Team shall be responsible for performing the evaluations of each proposal. The proposals shall be scored on the following categories and the maximum weight possible for each category listed below:

a.	Completeness of Proposal	Pass/Fail
b.	Certification	50%
c.	References	25%
d.	Cost	25%

When evaluation of the Proposals and presentations has been completed, a Proposer will be selected and negotiations will be initiated. If for any reason a contract cannot be negotiated, County reserves the right to select the next ranked prospective Proposer. County will then make recommendations for selection to the County Board of Supervisors, based on the selection criteria outlined in the preceding section.

**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.**

### VIII. REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal. County reserves the right to reject any or all Proposals.

County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

### IX. VALID OFFER

Proposals shall remain valid for 120 days from the due date. 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 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 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.

## **X. COUNTY'S RIGHTS**

County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
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 County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

## **XI. CONTRACT AWARD**

Award shall be recommended to the Proposer whose proposal best meets the needs of County. County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of 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.

Response and selection of a Proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the El Dorado County Board of Supervisors and is not in force until fully executed by that Board.

## XII. WEBSITE REQUIREMENTS

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

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

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

## XIII. CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of County, or any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this Request for Proposal (RFP).

## XV. PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.



Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

#### **XV. BUSINESS LICENSE REQUIREMENT**

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

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

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

#### **XVI. PUBLIC AGENCY**

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

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

### ATTACHMENT 1 – COST PROPOSAL

Item #	Qty.	Manufacturer Part #	Description	Unit Price	Ext. Price
1	2	PAN-PA-5020-SSD2-D	Palo Alto networks PA-5020 with redundant CA power supplies and dual 240GB SSD Drive		
2	2	PAN-PA-5020-TP-HA2	Threat prevention subscription for device in an HA pair year 1, PA-5050		
3	2	PAN-PA-5020-URL4-HA2	PANDB URL filtering subscription for device in an HA pair year 1, PA-5020		
4	2	PAN-PA-5020-WF-HA2	WildFire subscription for device in an HA pair year 1, PA-5020		
5	2	PAN-SVC-PREM-5020	Premium support year 1, PA-5020		
6	1	PAN-PRA-25	Panorama central management software, 25 devices		
7	1	PAN-SVC-PREM-PRA-25	Premium support year 1, Panorama, 25 devices		
8	1	N/A	Implementation Services per Section II – Scope of Work		

Delivery Lead Time in Weeks from Placement of Order: \_\_\_\_\_

**REFERENCES:**

1. Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_
  
3. Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

## ATTACHMENT 2 – CERTIFICATION

Attach copy of Palo Alto Network Accredited Configuration Expert (ACE) certification.

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## ATTACHMENT 3 – SAMPLE AGREEMENT

### SAMPLE ONLY

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 improve and strengthen the Sheriff's network security system, including filtering of suspect websites, improve control of outbound web traffic, and intrusion protection; 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 improve and strengthen the Sheriff's network security system, including filtering of suspect websites, improve control of outbound web traffic, and intrusion protection, the Palo Alto Networks PA-5020 system has been selected by the Sheriff. Proposer will manage all activities from schedule, resources, processes, and quality, to assist Sheriff staff throughout the project. Proposer will emphasize best practices with regards to project management and coordinate with Sheriff personnel in:

- Implementation assistance
- Analysis
- Network / security assessment
- Documentation
- Testing
- Training
- Overall technical guidance

Project status reports will be provided, and project status meetings will be conducted on a weekly basis.

Implementation will be in four (4) phases:

Phase 1 – Initiation:

Proposal will collect detailed data about the current Sheriff network security requirements and architecture.

***Deliverables:*** Creation of a project plan to be delivered in electronic format.

Phase 2 – Planning:

Proposer will work alongside Sheriff personnel to begin planning and migration. Specifically, a series of baselines and validations will be developed and performed to ensure optimal execution of the implementation. Major milestone tasks in this phase include:

- Validate
  - Current network security design specifications
  - Detailed wired network topology design
  - Security and NAT policies
  - Logical addressing scheme
- Create
  - Configuration and network operating system baseline
  - Administrative access control baseline
- Develop
  - Plan for pre/post migration validation testing
  - Network diagrams to reflect changes made to the environment
  - Maintenance window schedule

***Deliverables:***

- At a minimum, two (2), two (2) hour meetings with Sheriff personnel (either in person or via remote conference call).
- Operating system, configuration, and administrative baseline selection summaries delivered via weekly project meeting (remote conference call).
- Pre/post migration validation test plan delivered in electronic format.
- Network diagrams delivered in electronic format.
- Maintenance window schedule delivered in electronic format.

Phase 3 – Execution:

Proposer will coordinate with Sheriff to implement the solution in the production environment. The major milestone tasks in this phase include:

- Migrate perimeter network security services at the following EDSO locations
  - Placerville - Redundant enterprise-class Palo Alto Networks firewalls in an active/passive configuration
- Implement network security management appliance
- Monitor post-implementation in case failback is required
- Compile documentation created / collected throughout the project

***Deliverables:***

- Minimum of two (2) hours of post-migration troubleshooting per location
- Project documentation which includes:
  - Executive summary
  - Visio diagrams (pre-project)
  - Visio diagrams (post-project)
  - Configuration data/ highlights
  - Recommendations

Phase 4 – Closing:

A meeting will be scheduled to review milestones, check-off deliverables, and ensure that the project is fully complete. In preparation for this meeting, Proposer will work with Sheriff to ensure all deliverables are complete and handed off, and perform all other project closure activities. The final meeting will serve as the official end of the project.

***Deliverables:***

Delivery and review of the project documentation (minimum of one (1) edit consisting of a minimum of two (2) hours).

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire six (6) months from the date thereof. The County has the option to renew the contract for six month increments with a maximum term of three (3) years.

**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  
Chief Administrative Office  
330 Fair Lane  
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 XI – 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.



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## 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  
Sheriff's Office  
300 Fair Lane  
Placerville, CA 95667  
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 & 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.

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**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.

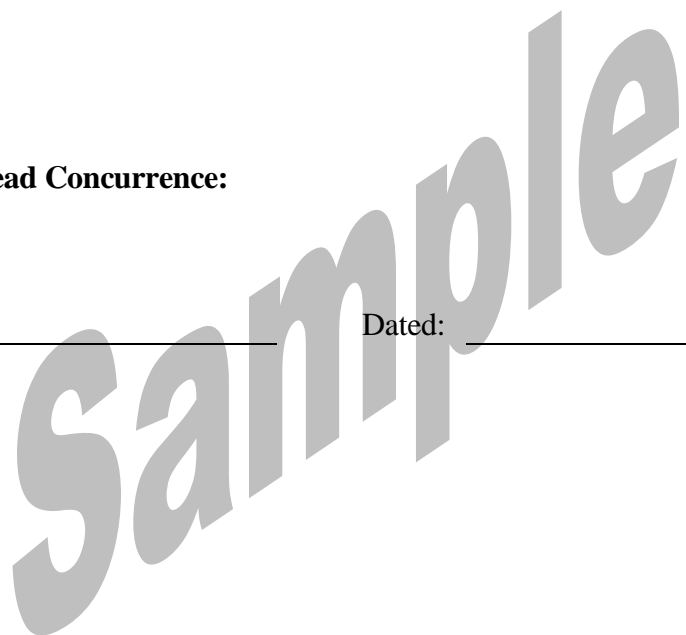
**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name  
Title  
Department

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

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

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

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

**Chair**  
Board of Supervisors  
"County"

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

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

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

**-- CONTRACTOR --**

COMPANY NAME  
A [NAME OF STATE] CORPORATION

By: \_\_\_\_\_  
Name  
Title  
"Contractor"

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

By: \_\_\_\_\_  
Corporate Secretary

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