

**County of El Dorado
Chief Administrative Office
Facilities Division**



**Request for Proposal
#18-906-055**

for

Design Criteria Consultant Services

for the

**County of El Dorado
Health and Human Services Agency – Campus Project**

Submittal Deadline:

May 24, 2018 not later than 3:00 p.m.

**Chief Administrative Office
Procurement & Contracts Division
330 Fair Lane
Placerville, CA 95667**

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1.0 INTRODUCTION

The County of El Dorado (County) is soliciting sealed Proposals from qualified firms to provide Design Criteria Consultant (DCC) services and Architectural services for the new Health and Human Services Agency (HHSA) Campus to be located at 3368 Lake Tahoe Boulevard and 3368 Sandy Way in South Lake Tahoe, California. The new facility will consolidate numerous HHSA South Lake Tahoe functions into these two (2) buildings. These two (2) adjacent sites have existing buildings. The first facility is the El Dorado Center (EDC), located at 3368 Lake Tahoe Boulevard. It is the County's intent to demolish the existing EDC structure and build a new two (2) story HHSA building totaling approximately 19,000 SF using the Design/Build (D/B) project delivery method. The second facility located at 3368 Sandy Way is the location of the old South Lake Tahoe Post Office (PO) building and the County. The County is currently in the process of purchasing the property and intends to renovate the existing 6,500 SF space into new HHSA operations using a Design/Bid/Build RFQ/RFP delivery method.

The County will award a single design criteria contract.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFP and subsequent Design/Build process. All dates are subject to change.

RFP Issuance and Evaluation	April 19 th , 2018
Pre-Proposal Conference at County	April 26 th , 2018, 1:00 p.m. - 2:00 p.m.
Deadline for Final Questions	May 4 th , 2018
Proposal Submission Deadline	May 24 th , 2018
Proposal Evaluations and (possible) Interview Sessions	May 29 th - June 6 th , 2018
Contract Award by Board of Supervisors	July 2018
Notice To Proceed to DCC	August 2018
Project Documents Prepared by DCC	August 2018 – November 2018
Prequalification Process of D/B Entity (DCC to assist)	November 2018 – January 2019
RFP Process for D/B Entity (DCC to assist)	February 2019 – April 2019
D/B Contract (Design & Construct)	June 2019 – July 2020
HHSA - Campus Completion Date	July 2020
Commissioning Process and Move-In	July to August 2020

3.0 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for April 26th, 2018 at 1:00 p.m. at the following location:

County of El Dorado
Board of Supervisors Meeting room
Building A
330 Fairlane Court
Placerville, CA 95667

Interested firms will have opportunity to ask questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

4.0 BACKGROUND

4.1 General

HHSA is in need of new, expanded, modernized and consolidated facilities. The various divisions of HHSA are currently located in spaces deficient for their need and are unnecessarily spread geographically throughout the County. The separation of the various functions of HHSA limits its ability to communicate effectively, maintain cost effective operations due to rental costs and provide adequate public access.

The proposed HHSA Campus will provide a long term solution to a facility problem that has evolved over decades. HHSA Campus may consolidate the following operations:

- 1900 Lake Tahoe Blvd, South Lake Tahoe: Approximately 7,444 SF of leased space currently used for Health Services.
- 1360 Johnson Blvd, South Lake Tahoe: The 3,903 SF facility is currently used as a Public Health Services.

A Vanir Facilities Capital Improvement Plan conducted by County and Vanir Construction Management dated October 28th, 2013 identified numerous reasons to replace the El Dorado Center. Some of the critical reasons included:

- The liability and risk associated with continued operations out of the existing facility.
- Cost to properly maintain existing facility is prohibitive.
- Insufficient space for HHSA operations.
- Age of current buildings.
- Lack of conformity and convenience to the public.
- Operational inefficiencies.
- Extensive yearly rental costs for leased off-site facilities.

The overall scope of work for this project includes the following:

- Phase 1: Project Initiation for the **El Dorado Center and the Post Office**
- Phase 2: Assessment Validation and Program Completion for the **El Dorado Center and the Post Office**
- Phase 3: **A) Conceptual and Schematic Design for the El Dorado Center**
B) Design Development and Construction Drawings for the Post Office
- Phase 4: Bridging Documents for the **El Dorado Center**
- Phase 5: Design-Build Team Prequalification and Team Selection for the **El Dorado Center**
- Phase 6: Construction Document Review / Design Intent Review for the **El Dorado Center**
- Phase 7: Design-Build Construction for the **El Dorado Center**
- Phase 8: Facility Commissioning and Project Closeout for the **El Dorado Center and the Post Office**
- Phase 9: FF&E support for the **El Dorado Center and the Post Office**

4.2 Building Program

The design and programing will be coordinated with County's HHSA and Facilities staff.

4.3 Site

The project site is composed of the following APNs: 027-361-13 (proposed primary facility) and 027-362-08-100 (proposed secondary facility).

5.0 DOCUMENTS AVAILABLE FOR REVIEW

The following documents will be available upon request by proposing firms:

- Facilities Capital Improvement Plan – Conditions Assessment Report by Vanir Construction Management dated October 28th, 2013 – **El Dorado Center**.
- El Dorado County Center Assessment – Pre-design and Planning Study dated November 22, 2017 – **El Dorado Center**
- Phase 1 Report – estimated completion May 2018 – **Post Office**
- City of South Lake Tahoe Staff Report dated November 13, 2014 – **Post Office**.
- Urbana Investments DE LLC Permitted Tenant Improvement Plans – **Post Office**.

6.0 SCOPE OF WORK

Phase 1 – Project Initiation - El Dorado Center and the Post Office: Establish overall project schedule and work plan to achieve issuance of Design/Build (3368 Lake Tahoe Boulevard) and Design/Bid/Build RFQ/RFP (3368 Sandy Way) by project goal dates; review available project documentation; identify County goals, objectives and expectations; finalize list of program meetings to be held with building users and stakeholder's and set tentative dates to facilitate efficient Program Meetings. Review the California Environmental Quality Act (CEQA) status and any mitigation criteria, review County site surveys, Geotechnical Report and Topographical Surveys, utility information and due diligence reports.

Phase 2 – Assessment Validation and Program Completion - El Dorado Center and the Post Office: Document spatial requirements and relationships for use in preparation of bridging documents as well as to guide and govern potential changes by the Design-Build team. Develop questionnaires and agendas for specific meetings with HHS divisions to be distributed prior to scheduled meetings. Draft program (including narratives, space list relationship diagrams, and updated staff projections). The intent of this Phase is to establish programing goals. Perform programing interviews with all HHS department heads perform preliminary Code/Regulatory Agency review(s). Meet with utility company to validate due diligence assumptions. Work with Facilities Project Management to determine sustainable maintenance and energy design goals.

Phase 3 A) – Conceptual/Schematic Design - El Dorado Center: The general goal of this phase is to further develop and define the interior and exterior space plans and relationships to incorporate all the Program requirements.

- **Architecture:** Develop site plans and interior space plans based on updated program requirements. Develop performance specifications for office, specialized space, security and essential service requirements. Develop preliminary finish schedules. Develop any necessary facility hardening design parameters. Confirm that the project is adhering to all Tahoe Regional Planning Agency (TRPA) guidelines.
- **Structural:** Develop critical clear span and bay spacing along with vertical height requirements. Develop design parameters for specialized systems and equipment design constraints.
- **Mechanical, Electrical, Plumbing, Fire Sprinklers and Fire Alarm:** Define and set system service parameters for basic systems, specialized systems and essential service systems. Establish energy design goals and performance criteria.
- **Specialized Equipment:** Provide design performance criteria to integrate the facility with specialized equipment including but not limited to: Security equipment, cameras and access controls.
- **Landscape:** Develop a conceptual landscaping and irrigation design narrative.
- **Civil / Site Design:** Develop design parameters for site design that include CEQA / TRPA / ADA approval constraints, drainage, utilities, traffic, acoustical, site balance and access.
- All designs comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).
- **Signage:** Provide a signage narrative.
- Develop a detailed schedule and cost estimate for final approval.

Assemble a Schematic Design level documentation package sufficient to describe: Project size, Functional Priorities, Aesthetics: finishes, materials, colors, time critical construction completion requirements, sustainable features, cost effectiveness, level(s) of quality desired, Security, Audio/Visual, Technology Systems.

Phase 3 B) – Design Development/Construction Drawings – Post Office: The general goal of this phase is to further develop and finalize the interior and exterior space plans incorporating all program requirements. Submit a complete set of construction documents, construction budget and a project schedule for final approval.

- **Architecture:** Develop/finalize tenant improvement plans based on updated program requirements. Develop/finalize performance specifications for office, specialized space, security and essential service requirements. Develop preliminary/final finish schedules. Develop any necessary facility hardening design parameters.
- **Structural:** Investigate and make recommendations if it is determined that the building has structural deficiencies.
- **Mechanical, Electrical, Plumbing and Fire Alarm:** Investigate the existing system that is currently in place to confirm that it will meet all codes and services required for the new operation. Make recommendations for corrective action if needed.
- **Specialized Equipment:** Provide design performance criteria to integrate the facility with specialized equipment including but not limited to: security equipment, backup power systems.
- **Landscape:** Confirm that the existing landscaping conforms to the general plan and regulations per all governing agencies. Make recommendations for corrective action if needed.
- **Civil / Site Design / ADA:** Confirm that the existing site conforms to the general plan and regulations per all governing agencies. Make recommendations for corrective action if needed.
- All designs comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).
- **Signage:** Provide a signage narrative.
- Develop a detailed schedule and cost estimate for final approval.

Finalize the construction documents to include but not limited to: project size, functional priorities, aesthetics, finishes, materials, colors, time critical construction completion requirements, sustainable features, cost effectiveness, level(s) of quality desired, security, audio/visual, technology systems. Final construction documents to be completed for all necessary permitting at the County of El Dorado Building Department.

Phase 4 – Bridging Documents - El Dorado Center: General goal is to refine Phase 3 documents to create bridging documents suitable for County to obtain Design/Build Proposals through a public agency procurement process. Documents need to allow latitude for the Design/Build team to find ways to save time and money, but should clearly state requirements that are essential to the owner. Clarify design intent to become basis of design for prospective Design/Build teams. Confirm project will meet budgetary, programmatic, and sustainability goals. Final code check of approved Schematic Design. Develop/produce final bridging documents including performance specifications, design narratives for each discipline, describing

functional priorities, quality levels, aesthetic requirements, design criteria, basic design loads, and requirements to meet applicable building codes. Exterior/Interior finish materials and color selections. Prepare two (2) presentation boards. Deliver digital/electronic files drawings and specifications to County.

Phase 5 – Design-Build Team Prequalification and Team Selection - El Dorado Center:

General goal being to lend assistance to County in pre-qualifying prospective Design/Build (D/B) teams to compete for the project in an RFQ/RFP fashion, and in selecting the most qualified D/B team, all services/efforts provided in concert with County Facilities Staff or agent. Review/comment on RFP prepared by County. Assist in reviewing qualifications. Assist in developing best value criteria and scoring criteria. Attend pre-bid conference/presentation. Attend one half-day work sessions with each bidder (limited to four meetings). Respond to Requests for Design Clarification and/or modifications. Consult with County concerning the determination or acceptability of D/B proposed substitute materials and systems proposed by D/B bidders. Consult with County concerning the determination or acceptability of D/B proposed changes in design or approach. Submit clarifications as appropriate. Attend bid opening / assist in evaluation of bids. Review bids versus the weighted factors and develop a DCC team response for County designated selection team. Respond to questions of County selection team as appropriate. DCC shall remain independent as outlined in County Conflict of Interest policy pertaining to design-build work.

Phase 6 – Construction Document Review / Design Intent Review - El Dorado Center:

General goal being to consult or support County by reviewing design-build designs and construction documents to assure compliance with bridging documents design intent. During the design phase, meet approximately monthly with the design-builder's architect and engineers on a discipline by discipline basis for 'over-the-shoulder' reviews. Act as liaison between County, authorities with jurisdiction, the design-builder's architect and engineers, and the stakeholders to assure design intent compliance. Meet monthly with County to report findings, review comments, etc. Review D/B team's 50% and 100% design submittals, make recommendations as appropriate. Provide peer review of design-builder's MEP and special systems design and calculations. Review RFI's for Design Intent.

Phase 7 – Design-Build Construction - El Dorado Center:

As requested by County, the DCC's scope of services for the final Phase 7 is to be available to respond to phone calls and questions regarding design intent advice, to comment upon shop drawings, substitution requests and other submittals for conformance to the requirements of the Bridging Documents, provide limited Site Visits, provide Substantial / Final Completion assistance and verification services.

Phase 8 – Facility Commissioning and Project Closeout - El Dorado Center and the Post Office:

The DCC will provide a final facility review and oversight of project commissioning efforts and documentation to ensure design intent was implemented.

Phase 9 – Furniture Fixtures and Equipment (FF&E) - El Dorado Center and the Post Office:

The DCC will provide preliminary support and oversight of all FF&E design and selection at the El Dorado Center. The DCC will provide support and oversight of all FF&E design, selection and installation at the Post Office.

7.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any Proposer awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract, including any and all sub-consultant services contracts.

8.0 OTHER PROJECT CONSULTANTS

The environmental analysis associated with this project is not included in the DCC's scope of work. County will be responsible for all processing necessary for the project environmental approvals. The results of this process, as well as required mitigation measures, will be incorporated by the DCC into the performance criteria documents to convey this information to all qualified Design/Build entity Proposers.

The boundary and topographic survey and geotechnical analysis associated with this project is not included in the DCC's scope of work. County will contract with separate consultants as necessary for this work. Results of this process, as well as site features and recommended site construction work, will be incorporated into the project criteria documents to convey this information to all qualified Design/Build entity Proposers.

The materials testing and special inspection services associated with this project will be contracted separately by County with an independent consultant during the design of this project.

9.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The selected firm will be required to submit billings on a monthly basis, based on the project specific Consultant Services Agreement between the Consultant and County.

Travel time required by the Consultant to reach the designated meeting place or County staff office shall be included in all quoted fees and shall not be billed separately.

There shall be no reimbursable expenses on this project unless associated with additional services to be approved in writing, in advance, by County.

Fees and other related project "soft costs" are not included in the project construction budgets presented below.

Fee estimates shall be presented in the following format (**Breakout your costs for the El Dorado Center (EDC) and the Post Office (PO)**):

Phase	Description	Fee Type	Total
1A	Project Initiation - EDC	Fixed	
1B	Project Initiation - PO	Fixed	

Phase	Description	Fee Type	Total
2A	Assessment Validation and Program Completion - EDC	Fixed	
2B	Assessment Validation and Program Completion - PO	Fixed	
3A	Conceptual/Schematic Design - EDC	Fixed	
3B	Design Development/Construction Drawings - PO	Fixed	
4	Bridging Documents - EDC	Fixed	
5	Prequalification – Team Selection - EDC	Fixed	
6	CD Review – Design Intent Review - EDC	Allowance - Hourly	
7	Construction - EDC	Allowance - Hourly	
8A	Commissioning – Closeout - EDC	Allowance - Hourly	
8B	Commissioning – Closeout - PO	Allowance - Hourly	
9	FF&E Support - EDC	Allowance - Hourly	
9	FF&E Support - PO	Allowance - Hourly	
TOTAL ESTIMATED FEE			

9.6 Construction Budget:

Construction costs: **\$6,000,000**

10.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. **Excessive information will not be considered favorably.** The document shall be 8-1/2 inches by 11 inches in size or shall be folded to that size.

All proposals shall contain the following elements, and in the order given:

10.1 Cover Letter with the following information:

- Title of this RFP.
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box).
- Year the firm was established.
- Type of organization of firm (partnership, corporation, etc.).
- Firm's organization structure, its constituent parts and size variation of staff in the past five (5) years.
- Contact person including telephone number, fax number, e-mail address, and physical mailing address.
- A statement by submitting firm requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of this RFP, all or part of any proposal may be released to any person or firm who may request it. Therefore, proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.

10.2 Signatory Requirements: In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the Consultant to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:

- If the respondent is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- If the respondent is a **corporation**, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- If the respondent is an **individual** doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.

10.3 Qualifications: A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFP, including length of service with the firm and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants to be used provide firm name, area of expertise, the names of individual staff assigned to this project and their role on the team.

10.4 Experience of Firm: A narrative of the firm's qualifying background and experience with public or government projects of similar type and size as described in this RFP.

- 10.5 Design/Build Process Experience:** A narrative with examples of demonstrated experience and performance of the Master Architect role in Programming, Performance Criteria, and Outline Specification process within the Design/Build project delivery method for either public or privately funded projects.
- 10.6 Proposed Work plan, Time Schedule and Workload:** Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of firm staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the scope of work as described herein.
- 10.7 References for Past Performance:** Provide a narrative of past performance and service. Include three references of related projects, including contact person with current direct phone number along with a brief description of the project.
- 10.8 Deliverables:** Describe your firm's ability to provide deliverables in the required formats:
- a. CADD drawings in AutoCAD (version).
 - b. Word documents in Microsoft Word.
 - c. Spreadsheets in Microsoft Excel.
 - d. Schedules in Microsoft Project or Primavera.
 - e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.
 - f. Bluebeam
- 10.9 Cost Proposal:** Provide a total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined in the Scope of Work. This cost proposal shall follow the format as provided in Section 9.0 of this RFP and shall encompass the complete proposed project costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings.
- The Cost Proposal shall be submitted in a separate sealed envelope, clearly marked with the name of your firm, the name of this project, and identified as "Sealed Cost Proposal".**
- 10.10 Required Statements:** Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the proposed staff members and sub-consultants without prior approval by County.
 - Non-conflict of interest.
 - Non-collusion affidavit.
 - Statement listing of litigation and/or claims related to past projects for the past ten years.

- Ability to fulfill the indemnification and insurance requirements contained in the Sample Agreement for Services. Please note that actual certificates of insurance are not required as part of your submittal.

11.0 PROPOSAL QUESTIONS

This RFP includes a description of the evaluation and selection process, Scope of Work, proposal requirements and insurance requirements. For questions regarding this Request for Qualifications process, contact Linda Silacci-Smith at (530) 621-5417 or via email at linda.smith@edcgov.us.

Any questions requiring a formal response must be submitted in writing and must be received no later than **5:00 p.m. on May 4, 2018**. Questions may be emailed to: linda.smith@edcgov.us with the subject of “**QUESTION – RFP #18-906-055**”.

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 will be sent via email to all Proposers on or about **May 9, 2018**.

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the County’s Procurement & Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFP are invalid.

All addenda for this RFP will be distributed via email from the County’s Procurement & Contracts Division to the Proposers.

It is the Proposer's sole responsibility to monitor their email inbox for possible addenda to this RFP. Failure of Proposer to retrieve addenda shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

12.0 PROPOSAL SUBMITTAL INSTRUCTIONS

Submit one (1) original and six (6) copies of your Proposal, along with any addenda, in a sealed envelope, clearly marked on the front “**RFP #18-906-055 – DO NOT OPEN**” no later than **May 24, 2018 at 3:00 p.m.** In addition, submit one (1) original and two (2) copies of your Cost Proposal in a separate sealed envelope and marked as identified to.

Chief Administrative Office
Procurement & Contracts Division
330 Fair Lane
Placerville, CA 95667
RFP #18-906-055 – DO NOT OPEN

County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location other than the above will not be considered duly delivered or timely. County shall not be responsible for re-routing proposals delivered to a person or location other than that specified above.

Faxed or emailed proposals shall not be accepted.

Late submittals shall not be accepted or considered.

All submittals, whether selected or rejected, shall become the property of County and will not be returned.

County reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.

All costs associated with proposal preparation shall be borne by the offeror.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by County.

All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the submittals.

13.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the firms submitting the most highly rated proposals may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the firm that provides the best value:

	Evaluation Criteria	Maximum Possible Points
A.	Qualifying background and relevant experience of firm, consultants and personnel in similar public and government projects involving the Tahoe Regional Planning Agency (TRPA).	20
B.	Demonstrated familiarity and past performance experience as a Design Criteria Consultant (DCC) within the Design/Build project delivery method.	15
C.	Proposed Work Plan, Time Schedule and Workload capacity to perform as evidenced by the firm size and current Workload.	20
D.	Past performance and service (reference checks).	15
E.	Cost	30
	TOTAL POSSIBLE POINTS	100

14.0 SELECTION PROCEDURE

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 the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria. The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After evaluation of the interviews, the Committee will recommend the firm with the highest overall value, based on evaluation score, for approval by the Board of Supervisors.

County reserves the right to make an award without further discussion of the submittal with the submitter. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFP pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

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.

15.0 ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure that the designated staff, including sub-consultants, is used for the work described in this RFP. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.

16.0 GENERAL TERMS AND CONDITIONS

Protests and Appeals: The protest shall be submitted in writing to the Manager of Procurement and Contracts within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a Consultant services agreement, a sample of which is included. Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

Independent Contractor: At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of County. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Non-Collusion: Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

Indemnification and Insurance Requirements: County's standard indemnification and insurance requirements are provided in the Sample Agreement for Services.

17.0 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. The County reserves the right to reject any or all Proposals.

The 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.

18.0 VALID OFFER

Proposals shall remain valid for one hundred twenty (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 or 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.

19.0 COUNTY'S RIGHTS

The 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 the 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.

20.0 CONTRACT 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.

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.

21.0 CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the 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 the 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).

22.0 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 Consultant. 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.

23.0 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.

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.

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

SAMPLE ONLY

AGREEMENT FOR SERVICES # _____ - _____

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

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide _____ services _____ for the _____; and

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

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

ARTICLE I

Scope of Services: Consultant agrees to provide _____, in accordance with "Exhibit A – Scope of Services" incorporated herein and made part by reference hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant 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 Consultant’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant 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 VI – Default, Termination, and Cancellation.**

ARTICLE IV

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

ARTICLE V

Architectural License: The Consultant hereby warrants and represents that Consultant is licensed to practice Architectural work as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care. Consultant also hereby represents and warrants that Consultant and any of its subconsultants employed under this

Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its sub-consultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its sub-consultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE VI

Ownership of Rights: County and Consultant hereby expressly agree that all plans, details, and calculations produced by Consultant, its agents, representatives, employees, or sub-consultant, 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 portions thereof, including the copyrights.

ARTICLE VII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant’s staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VIII

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE IX

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 X

Consultant 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, Consultant shall act as Consultant only to County and shall not act as Consultant 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 Consultant's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for those subconsultants list in Exhibit "B" hereto, consultant 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.

By appropriate agreement, Consultant shall require each subconsultants, to the extent of the work performed by each subconsultants, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward the County.

ARTICLE XII

Independent Consultant/Liability: Consultant 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. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant 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 Consultant or its employees.

ARTICLE XIII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In

order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIV

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 XV

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 Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant 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 Consultant, 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, Consultant 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 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 addressed as follows:

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

or to such other location as the County directs.

with a carbon copy to

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

Notices to Consultant shall be addressed as follows:

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

or to such other location as the Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant 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 XVIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, consultants and subconsultants. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIX

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant 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 Consultant in the performance of the Agreement.
- D. In the event Consultant 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. Consultant 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. Consultant 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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 Consultant'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 Consultant'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

Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XX

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 Consultant 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 XXI

Interest of Consultant: Consultant covenants that Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXII

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. Consultant 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 Consultant 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 XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant 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; Consultant 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant'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 XXIV

California Residency (Form 590): If Consultant is a California resident, Consultant 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 Consultant 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 Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIV

Nonresident Withholding: If Consultant is not a California resident, Consultant 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 Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVI

Taxpayer Identification Number (Form W-9): All independent Consultants 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 XXVII

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 XXVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is _____, _____ Department, or successor.

ARTICLE XXIX

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 XXX

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 XXXIX

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 XXXI

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

ARTICLE XXXII

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: _____
Name
Title
Department

Dated: _____

Requesting Department Head Concurrence:

By: _____
Name
Title
Department

Dated: _____

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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. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

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

By: _____
Name
Title
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____