



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #19-918-025

DUE: 3:00 PM – October 10, 2018

Sealed Proposals must be clearly marked on the outside of the package with:
“RFP #19-918-025 – DO NOT OPEN”

Weatherization Services

The County of El Dorado Office of Procurement and Contracts, through its Health and Human Services Agency (also referred to as “County”), is requesting proposals for residential weatherization services to eligible, low-income households throughout the counties of El Dorado and Alpine on an “as requested basis” and in accordance with HHSA’s Weatherization agreement with the California Department of Community Services and Development, including the Low Income Home Energy Assistance Program and the Department of Energy Weatherization Assistance Program.

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.**

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- Exhibits:** **“A” Residential Weatherization Experience and Qualifications**
 “B” Sample Agreement for Services

Notice to Proposers

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

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

RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- I. **Background:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador, and Alpine counties in California, as well as Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2016 census, El Dorado County's population was determined to be 183,750. El Dorado County's population is projected to reach 243,000 by 2025, a projected increase of nearly 60,000 new residents.

The United States Department of Energy (DOE) Weatherization Assistance Program reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring health and safety. The Low Income Home Energy Assistance Program (LIHEAP), funded by the United States Department of Health and Human Services, provides assistance to offset the costs of heating and cooling dwellings, or having dwellings weatherized to make them more energy efficient.

The County of El Dorado administers a Weatherization program in support of the Federal Programs. Weatherization in El Dorado County consists of qualified, low-income households applying for assistance through the County Health and Human Services Agency, which contracts with local contractors to perform the Weatherization related repairs/improvements. Services and activities provided as a result of this RFP shall be for the benefit of low-income community members within the applicable service area, and shall be provided to households with the highest energy costs or needs in relation to income. Households receiving services may be single or multi-family dwellings.

As Weatherization activities are federally funded, the County has an obligation to adhere to federal procurement standards to ensure a competitive selection of the subcontractors who will provide Weatherization related repairs/improvements. The model currently in use consists of issuing this competitive process to establish qualified vendors with the most competitive value (determined by rate range) for services; as specific projects are identified, HHSA's Weatherization Unit requests quotes from vendors selected through this competitive process. Vendors selected as a result of this RFP process may provide bids responding to those requests, but must do so at no charge.

Unless your organization responds to this RFP, it will not be eligible to bid on specific projects as identified subsequent to the RFP, by the Weatherization Unit.

II. Scope of Services: The successful Proposer will be required to enter into a multi-year agreement for services with the County substantially similar in form to that attached hereto as Exhibit "B," marked "Sample Agreement for Services." Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "B," the terms of the agreement shall govern.

1. For the purposes of this RFP, Proposers may provide any of the following services:

- Electrical work, as it relates to weatherization and appliance repair and replacement services;
- Appliance repair and replacement;
- HVAC repair and replacement;
- Water heater replacement;
- Fireplace repair or replacement (including wood, gas, and pellet stoves); and
- Window installations and repairs.

Additional information pertaining to these services is as follows:

- A. Electrical: Services include but are not limited to the following:
 - 1. Providing and installing properly grounded electrical receptacles for appliances and troubleshooting.
 - 2. Wiring of mechanical ventilation. All associated diagnostics to be performed by County. Mechanical ventilation to be supplied by County.
 - 3. Other electrical work related to weatherization.
- B. Appliance Repair and Replacement: Services associated with the Weatherization Program include diagnosis, repair, and replacement of appliances. Services also include the following:
 - 1. Cooking appliance repair and replacement including free standing ranges or cooktops (all fuel sources) up to 30 inches.
 - 2. Refrigerator repair and replacement.
- C. HVAC- Heating, Venting, and Air Conditioning: Services associated with the Weatherization Program include diagnosis, repair, and replacement of heating and cooling sources. Contractor is required to perform a combustion gas analysis test on all combustion appliances worked on to ensure they are operating per manufacture specifications and are safe, and must provide proof of said test. Services include the following:
 - 1. Heating source repair and replacement (e.g., exterior wall direct vent, interior wall and floor furnace, forced air unit and split systems, mobile home furnace, multi-unit central system, package-dual package.
 - 2. Cooling source repair and replacement (e.g., air conditioning wall or window units, evaporative coolers, forced air unit and split systems, multi-unit central system.)
- D. Water heater repair and replacement, including electric, propane, mobile home, and multiunit central systems.
- E. Fireplace/stove repair and replacement includes wood, gas, and pellet.

Attachment A

- F. Glass Replacement and window repair (catastrophic leaks only).
- G. Window Replacement (catastrophic leaks only).

2. Additional Requirements and Considerations

- A. Vendors selected through this RFP process will be required to complete any accepted/approved bid within 10 business days, regardless of size, scope, or location.
- B. The final decision as to repair or replacement of any systems related to Weatherization shall be at the discretion of the County.
- C. Vendors performing Weatherization activities as a result of an accepted/approved bid will be required to provide any necessary equipment to accomplish the work-related activities and to perform said activities within the timeframe established by the County.
- D. Vendors will also be required to complete project-related documents and invoices to HHSa for Weatherization related activities, in compliance with County, Department of Community Services and Development’s Low Income Home Energy Assistance Program, the California Department of Community Services and Development’s Department of Energy Weatherization Assistance Program.
- E. All services and activities resulting from this RFP must be performed in accordance with all applicable federal, state, local, and municipal laws, codes, and regulations, as well as any subsequent amendments thereto.
- F. All eligible responses received as a result of this RFP shall be evaluated exclusively based on the proposed value. Responses deemed ineligible, not meeting the eligibility requirements identified in Section III. Eligibility, will be considered unresponsive and not evaluated as a part of this RFP process.

3. Services may be performed in the following zip codes, including but not limited to:

El Dorado County			
Camino	95709	Kyburz	95720
Cameron Park	95682	Lotus	95651
Coloma	95613	Mount Aukum	95656
Cool	95614	Pilot Hill	95664
Diamond Springs	95619	Placerville	95667
Echo Lake	95721	Pollock Pines	95726
El Dorado	95623	Rescue	95672
El Dorado Hills	95762	Shingle Springs	95682
Garden Valley	95633	Somerset	95684
Georgetown	95634	South Lake Tahoe	96150
Greenwood	95635	Tahoma	96142
Grizzly Flats	95636	Twin Bridges	95735
Alpine County			
Bear Valley	95223		
Kirkwood	95646		
Markleeville	96120		

- III. Eligibility:** To be eligible to respond to this RFP, proposers must:
1. Include a completed and signed Exhibit "A" entitled, "Residential Weatherization Experience and Qualifications" in its entirety, including applicable signatures.
 2. Provide evidence the Proposer meets the following Certification/License requirements:
 - A. If proposed, a C-10 License for Electrical work relative to providing and installing grounded electrical receptacles for appliances and troubleshooting said electrical receptacles, pre-wiring of mechanical ventilation, and other electrical work associated with weatherization including but not limited to Electrical wiring upgrade/replacement, knob, and tube wiring.
 - B. If proposed, a C-17 License for Glass and window repair and replacement and other glass work associated with weatherization.
 - C. EPA Certification (EPA Certified Firm) for all contractors whose work potentially disturbs lead paint, in accordance with EPA's Regulation on Residential Property Renovation requirements (40 CFR 745, Subpart E, or as otherwise amended or subsequently required by Federal regulation).
 - D. Have at least one certified renovator as a part of the vendor's organization, who has been trained by an EPA-approved training provider.
 3. Provide a written statement signed by the official authorized to bind the organization contractually, assuring:
 - A. Proposer understands and will comply with the County's insurance requirements as set forth in Exhibit "B;" and
 - B. Proposer is not currently debarred, suspended, or otherwise prohibited from contracting for Federal Funds.
 - C. Proposer understands it will be required obtain a DUNS Number from Dun and Bradstreet (free at www.dnb.com), and will be required to register said number with the Federal System of Award Management (www.Sam.gov) before any formal agreement can be executed.
- IV. Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, bound with a paperclip or binder clip, and labeled in the following order:
- A. A Cover Letter, signed by an official designated to bind the organization contractually, assuring to each of the three statements identified in III. Eligibility, 3. A., B., C.
 - B. A signed, completed Copy of Exhibit "A" - "Residential Weatherization Experience and Qualifications"
 - C. Copies of any licenses or certifications required for each service for which the proposer intends to be considered.

- V. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on September 26, 2018**. All envelopes or containers must be clearly labeled "**RFP #19-918-025 – QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **October 3, 2018**.

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

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #19-918-025 – 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.

- VI. **Proposal Submittal:** Proposers must submit one (1) original, five (5) physical copies, and one (1) flash drive of all materials and proposals in PDF format for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #19-918-025 – DO NOT OPEN**", **no later than 3:00 PM – October 10, 2018**, to:

County of El Dorado
Procurement and Contracts
330 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.

Attachment A

Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

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

- VII. 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.

- VIII. 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 nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or

rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

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

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any consultant(s)
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 consultant(s) prior to award
9. To request additional information during an interview

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

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

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

XI. Evaluation: Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Health and Human Services Agency and Facilities Department based exclusively on the best values proposed, as identified in Exhibit "A," "Residential Weatherization Experience and Qualifications.

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

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

- XIII. 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.

- XIV. 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. The 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.

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!

Exhibit “A”

**RFP: Residential Weatherization Experience and Qualifications
County of El Dorado**

Please fill out the following information and submit to:

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

Business Information

Business Name	
Business Mailing Address	
Business Physical Address	
Business Telephone Number	
Business Fax Number	
County of El Dorado Business License Number	
Contact Person	
Contact Person’s phone number	
Business Owner(s)	
Type of Business	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other

Qualifications

Possess Appropriate California State Contractor's license(s) required for the service(s) requested in RFP	<input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," please list license type and license number(s)		
Certified by EPA in accordance with Residential Property Renovations (40 CFR 745) Renovations, Repairs, and Painting	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Able to provide the following services: Please attach a copy of each license/certification required as evidence of meeting the requirements.	HVAC	<input type="checkbox"/> Yes <input type="checkbox"/> No	License #
	Electrical	<input type="checkbox"/> Yes <input type="checkbox"/> No	License #
	Water heater repair or replacement	<input type="checkbox"/> Yes <input type="checkbox"/> No	License #
	Glass replacement and window repair	<input type="checkbox"/> Yes <input type="checkbox"/> No	License #
	Window replacement	<input type="checkbox"/> Yes <input type="checkbox"/> No	License #
	Fireplace/stove repair or replacement (wood, gas, or pellet)	<input type="checkbox"/> Yes <input type="checkbox"/> No	License N/A
	Appliance repair or replacement	<input type="checkbox"/> Yes <input type="checkbox"/> No	License N/A

Cost Proposal

Please provide a projected Hourly Rate as well as a projected cost range associated with the service types for which you are proposing. Proposed costs will be used as a basis for determining the best value for services and will be considered when soliciting quotes for specific projects.

Service Type	Hourly Rate	Project Cost Range
Electrical Services		
Appliance Repair and Replacement Services		
HVAC		
Water Heater Repair and Replacement Services		
Fireplace/Stove Repair and Replacement Services		
Glass Replacement and Window Repair Services		
Window Replacement Services		

Please sign below. Your signature certifies that the information provided on this Exhibit "A," Residential Weatherization Experience, is accurate and you acknowledge that it is subject to verification. Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.

Signature

Date

Print Name

Title

Exhibit "B"

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 "Contractor");

RECITALS

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

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

Total amount of this Agreement shall not exceed _____.

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

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

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

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

Attachment A

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

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

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

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

ARTICLE XII

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

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

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 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

Attachment A

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.

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- 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.

Attachment A

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.

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Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

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

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Name
Title
Department

Attachment A

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

OR

-- COUNTY OF EL DORADO --

Dated: _____
By: _____
Chair
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

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

Attachment A

By: _____
Name
Title
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)