



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #17-918-015

DUE: 3:00 PM – February 7, 2017

Sealed Proposals must be clearly marked on
the outside of the package with:
“RFP #17-918-015 MAILROOM DO NOT OPEN”

Project Management Services

The County of El Dorado is requesting proposals for a qualified project manager to provide leadership, oversight, guidance, and management for the implementation of a new property tax administration system.

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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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 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:

Overview: The County of El Dorado is both a political and geographic subdivision of the state. As an organization, the County government is charged with the local administration of those enumerated government duties within the County boundary. Providing general policy oversight and budget control is vested in an elected Board of Supervisors who directs the activity of the Chief Administrative Officer. Other County government is organized into departments run by either elected or appointed department heads.

By law in California, the administration of Property Tax is a County responsibility. In El Dorado County, that responsibility is apportioned among three departments, led by elected County officials:

- The County Assessor has a staff of about 38 employees who 1) maintain the inventory of all assessable property in the county; 2) appraise and value all property and; 3) prepare the various assessment rolls and turn them over to the County Auditor.
- The Auditor-Controller has a staff of about 4 employees who 1) determine the property tax rates; 2) apply the rates to the value of each property; 3) adds any special assessment charges and turns the extended roll over to the Tax Collector. The Auditor's staff also apportions the collected taxes amongst the recipient governmental agencies.
- The Treasurer/Tax Collector has about 16 employees who 1) print and mail the tax bills; 2) deposit and processes the payments; 3) pursue payment of delinquent bills, 4) Conduct the sale of tax defaulted property after 5 years of delinquency.

In addition to the three principal departments discussed above, Assessment Appeals are handled through the Clerk of the Board of Supervisors.

Current System: Since about 1988, El Dorado County has used a mainframe computer application "M204" to help accomplish its obligations for Property Tax Administration. As part of a technology improvement program, the County is replacing its mainframe "M204" property tax system with Megabyte Property Tax System (MPTS), a server based property tax

administration program developed and licensed by the Megabyte Systems Inc. located in Rocklin, California.

New System: Megabyte Property Tax System (MPTS) was selected after reviewing proposals from a number of vendors with a viable system capable of meeting the County's needs. MPTS is currently being used as the Property Tax Administration system in 28 California Counties. The company has been in business for 25 years and is well established. A contract between the County and Megabyte Systems Inc. will be signed by the end of 2016 and the project to transition to MPTS will commence immediately thereafter with a "go live" date of **July 1, 2018** for the new system. The three elected officials charged with Property Tax Administration responsibilities will serve as the "Executive Sponsors" for the project. The project will also be supported by County IT staff and the staff of Megabyte Systems Inc. The County has a knowledgeable and capable Information Technologies Department with staff who are well-versed in the existing mainframe M204 property tax program and database.

Implementation Timeline: The administration of property taxes is called out in State law. There are very specific laws regarding the various elements of work involved - what must be accomplished and when it must be accomplished. Property tax administration is a calendar driven operation and the implementation of a new system must meet the established deadlines in order to ensure a smooth and successful transition. The July 1, 2018 "go live" date is not flexible and must be met. One of the most important roles of the Project Manager is to keep the project on track and on time. The County plans to enter into a contract for these Project Management services as soon as possible after award of this RFP.

Budget: The total estimated cost of this project is approximately \$1.8 million over the estimated implementation life cycle of 2 years. The County's Fiscal Year 2016-17 Adopted Budget (July 1, 2016 – June 30, 2017) includes \$535,000 for this project. Funding required for future years will be included in the County's budget for those years.

Project Plan Overview: The County's transition from its current M204 mainframe property tax system to MPTS includes the following broad types of activities:

1. The acquisition of computer hardware capable of operating the system and the installation of the software.
2. The conversion of the existing M204 historical data into a format usable by MPTS.
3. Analysis of existing business processes and conversion of those processes to processes compatible with the new MPTS system.
4. Identification of gaps and deficiencies between the two systems.
5. Thorough testing of the new system alongside the old system to ensure accuracy.
6. Training of County staff at Megabyte System Inc. offices in Rocklin in addition to training through utilization of GoToMeeting software.
7. Go Live date of July 1, 2018.
8. Post Go Live activities through December 31, 2018.

Megabyte Systems Inc. has developed the initial project plan for the implementation of the system. The plan is broken into five phases, starting approximately January 1, 2017 and lasting through Go-Live:

- Phase 1 - General Design Analysis / Environment Setup / Special Requirements
- Phase 2 - Data Conversion
- Phase 3 - System Testing Phase
- Phase 4 - Training / Implementation
- Phase 5 - Go Live Phase

A draft of a more detailed project plan is attached as Exhibit "A."

II. Scope of Services:

General: The Project Manager will be responsible for providing the oversight, leadership and planning to successfully manage the project through the five (5) phases noted in the Project Plan. In general terms, he/she will be responsible for:

1. Providing high quality project management services needed to ensure the timely accomplishment of tasks necessary to meet the targeted go live date of July 1, 2018.
2. Providing project leadership to the core project team, consisting of County and MegaByte staff.
3. Assisting County in identifying County business requirements for the implementation of the Megabyte Property Tax System.
4. Providing coordination between the Project Manager, Megabyte Systems Inc. and the County.
5. Developing, maintaining and communicating an inventory of all resources necessary for the successful implementation of the project as well as ensuring the coordination and availability of resources
6. Communicating and reporting project status, issues and concerns to the executive sponsors, affected department heads, staff and other impacted parties.
7. Assisting in the development of regular progress reports to the Board of Supervisors and the public at Board meetings.
8. Working with MegaByte and County staff to design and oversee implementation of effective Acceptance testing.
9. Working with the MPTS leadership and staff to develop, implement, maintain and update the Project plan.
10. Monitoring the Project schedule to ensure the project is implemented according to the project plan.
11. Manage issues and conflicts, change orders and project risk.

Specific: The Project Manager shall provide the following specific deliverables, in support of the general responsibilities noted above:

- 1) **Project Plans and Work Schedule.** For this Project the Project Manager shall develop a complete detailed project plan (“Project Plan and Work Schedule”) in conjunction with Megabyte Systems Inc. to be approved by the County. Project Plan and Work Schedule shall, at a minimum:
 - a) Include detailed schedules that specify a detailed level of activity, including the planned start dates, completion dates, hours and other required resources for activities to be performed by Project Manager and County where applicable;
 - b) Identify any pre-existing hardware, software, components and/or tools to be used, as necessary;
 - c) Include a detailed list of the deliverables and milestones (with planned delivery/completion dates) and the project management reports that will be provided;
 - d) Describe any assumptions made in compiling the plan;
 - e) Define roles and responsibilities of the core project team; Provide a risk assessment for the Project;
 - f) Develop a work plan for approval by the County that supports the project plan, including identification of required and available resources.

- 2) **Business Requirements Analysis.** Project Manager shall be responsible for managing the process of analyzing, developing and documenting business requirements and workflow processes (including information integration requirements) with Megabyte, the County’s three property tax administration departments, and County IT staff. The business requirements analysis will be considered complete when all of the business and user requirements have been identified.
The business requirements analysis will also facilitate County’s ability to establish post-implementation performance factors that measure the positive impact of the Project on the operation of County’s business (“Post- Implementation Performance Factors”).

- 3) **Test Plans.** Project Manager shall coordinate with County and Megabyte to facilitate and lead the development of test plans: unit testing, string testing, regression testing, functional testing, integration testing. Project Manager shall assist the County with performing acceptance testing and other end user related testing as requested.

- 4) **Acceptance.** Project Manager shall prepare, with input from County and subject to County’s review and approval, a comprehensive acceptance testing plan which includes, at a minimum, acceptance testing criteria and procedures. Project shall be subject to a formal acceptance process that uses objective and thorough acceptance

test criteria approved by County, and that will allow County to verify that the Project meets the specified functional and technical requirements.

The acceptance process shall be developed as soon as possible after establishing the business and user requirements. The acceptance process will include an audit trail capability for tracking and correcting problems.

Acceptance will be considered to have occurred when the deliverables associated with the Project successfully meet the acceptance test criteria.

- 5) **Implementation and Testing.** Project Manager shall be responsible for working with Megabyte and County staff during the production implementation and roll-out of the Project deliverables. Implementation includes identification of interfaces and any required conversions, installation and testing of any required middleware products, installation of Software, and any required testing to achieve the proper roll-out of the Property Tax Administration System provided by Megabyte.
- 6) **Change Control Procedures.** Project Manager shall work with Megabyte Systems Inc. to establish procedures by which County may request enhancements, customizations, interfaces, modifications or other changes to the Project by specifying the desired changes to Project Manager. Such procedures will include the performance of an analysis by Project Manager and require that no change be made until reduced to a written change order describing the change with specificity that has been approved by the County. In addition, such procedures shall enable tracking of ongoing scope changes to the Project, and provide a basis for auditing scope changes to the Project. Project changes (including necessary changes, if any, to resource requirements or schedule for the corresponding Project) shall be documented by Project Manager and approved by the County.
- 7) **Post-Implementation Review.** Project Manager shall conduct a post-implementation review process which will include an analysis of how the deliverables resulting from the Project measured up against the Project Post- Implementation Performance Factors established for such Project. Such process will include the core project team.
- 8) **Documentation.** Deliverables which are the result of the Project shall be documented in a manner that satisfies the requirements of Project Manager's methodology, is appropriate for the deliverables resulting from the Project, and is otherwise reasonably acceptable to the County. Project Manager shall make use of on-line documentation, self-documenting systems and on-line help where commercially reasonable. At the completion of the project, the Project Manager will provide the County with an electronic copy of the project implementation documentation.
- 9) **Project Management Methodology.** Project Manager shall provide, maintain and complete an industry-accepted Project Life Cycle Methodology (i.e. Waterfall, Agile, etc.) in all processes and documentation.

III. Proposal Content:

1. Submit one (1) original and three (3) copies of the proposal and supporting documentation.
2. Submit one (1) copy on Flash (USB) Drive in pdf format. Flash Drive file should be a single file titled with the company's name in bold.
3. Proposals should be formatted on 8 ½ x 11 pages.

TAB 1 - Cover Letter (not to exceed one (1) page)

Include the following: company name, address, email address, and telephone number (including contact information of primary representative from company) and an original signature by an individual authorized to execute and agreement with the County of El Dorado.

TAB 2 - Description of the Firm (not to exceed four (4) pages)

Identify the firm's primary service, office locations, history of firm, professional and support staff members, overview of Project Manager's solution/implementation plan what will help the County meet its objectives.

TAB 3 - References

Project Manager shall provide brief project descriptions and verifiable references for at least three (3) of Project Manager's customers that, to the extent possible, are local (or state) governments, and for which Project Manager has managed a project within the last twenty-four (24) months, including contact information for the references

TAB 4 – Experience (not to exceed ten (10) pages)

1. A description of Project Manager's relevant experience to the proposed solution/implementation, including customer's previous municipal and local government clients with similar population sizes.
2. Description of Project Manager's solution/implementation methodology, such as Waterfall, Agile, etc. and how the chosen methodology will benefit the County.
3. A list of all sister companies, joint ventures, 3rd party dependencies, outsourcing or subcontracting that will be involved in creating and delivering your solution including business/financial contacts for each organization.
4. Provide number of current clients and client retention rate for each of the last five years, 2012 – 2016. Provide specific percentages for each year.

5. A summary of any key qualifications that make Project Manager uniquely positioned to provide Project Management to the County.
6. Include any assumptions Project Manager has made about systems and resources available within the County's information technology environment.

TAB 5 - Cost Proposal

Project Manager shall provide detailed cost proposal including pricing or rate sheets, accompanied by a description of pricing approach.

- IV. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on January 17, 2017**. All envelopes or containers must be clearly labeled "**RFP #17-918-015 – 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), or orally. Questions can be emailed by the above listed due date and time to ashley.wells@edcgov.us. The subject line of the email **must** read "**RFP #17-918-015 – QUESTION.**" The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **January 24, 2017**.

Inquiries submitted by U.S. mail must be sent to:

Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #17-918-015 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- V. **Proposal Submittal:** Proposers must submit one (1) original and six (6) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #17-918-015 – MAILROOM DO NOT OPEN**”, **no later than 3:00 PM – February 7, 2017**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667
RFP #17-918-015

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

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

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

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

- VI. **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.

- VII. Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- VIII. 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
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 consultants prior to award
9. To request additional information during an interview

IX. 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."

X. Evaluation:

County will evaluate each Qualifying Proposal based on the degree to which it complies with County's requirements, as articulated in this RFP. The primary categories to be evaluated are:

Scope and Solution/implementation, including whether Project Manager accepted the scope of services presented in this RFP, meet the solution/implementation, requirements and constraints, proposes an appropriate development plan, mitigates risks, and delivers value added components. Project scope must be accepted in writing (see Exhibit "B").

- a) **Pricing**, including whether Project Manager provides a cost effective pricing methodology.
- b) **Qualifications**, including Project Manager(s) qualifications and capabilities to perform the services described in this RFP. Information on how the County will weight these categories for each is set forth below:
- c) The County may elect to interview one or more Proposers by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The County reserves the right to conduct multiple negotiation rounds or no negotiations at all.

Evaluation Category	Weight	1st Review Pre Interview	Award of Services Post Interview
Scope and Solution	40	40	40
Qualifications/Experience	35	35	35
Pricing	25	25	25
TOTAL	100pts	100pts	100pts

Finalist Interviews:

An initial screening based upon the above criteria will result in a short list of finalists. Finalists may be scheduled for an interview the week of **February 13, 2017**. The interview date and time for each finalist will be determined by the County's evaluation team, and may not be rescheduled or made-up. Notification of individual interview dates will be sent via electronic mail. All Proposers are advised to keep the above date available.

The evaluation criteria above shall be used as the basis for an initial evaluation of the proposals. However, the final recommendation of the evaluation team shall be based on its evaluation of all relevant factors including finalist interviews, and its determination as to which proposal best meets the needs of the County. The team's recommendation need not be in strict conformance with the numerical results derived from the application of the evaluation criteria.

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.

- XI. 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.

- XII. 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.

- XIII. 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.

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

EXHIBIT "A"

PROJECT PLAN

General Overview

Megabyte Systems approach to the installation and implementation of MPTS property tax system for El Dorado County will consist of the 5 phases listed below. These 5 phases will be conducted jointly between Megabyte and County designated personnel.

- Phase 1 - General Design Analysis / Environment Setup / Special Requirements
- Phase 2 - Data Conversion
- Phase 3 - System Testing Phase
- Phase 4 - Training / Implementation
- Phase 5 - Go Live Phase

The project plan will be further developed in detail to support a "Go Live" implementation on July 1, 2018. County intends to employ the service of a qualified, certified independent project manager to assist the three property tax departments and Contractor.

Formal acceptance by County of all phases will be required as part of the project plan.

PHASE 1

General Design Analysis/ Environment Setup / Special Requirements

Overview

This phase of the project will focus on the hardware / 3rd party software required, identify and define interfaces required, data conversion processes needed, and hardware/security configurations. This phase will include inventorying existing functionality and GAP analysis. After analysis, County and Contractor will work together to identify alternative solutions to solve critical functionality gaps and develop a schedule for development, acquisition and/or other solutions to resolve identified critical issues. This phase also includes inventorying and analysis of existing business processes and MPTS processes. Once identified, procedures will be developed for transitioning from existing processes to MBTS recommended processes.

Activities

- Identify County Project Management Team, establish objects and targets
- Hardware/Software Installation and Configuration (including user naming schemes)
- Security will be planned
- Data assessment / conversion processes & mapping requirements (coding scheme translations, etc.)
- Define Business Process Analysis and conversion procedures
- Establish project timelines

County Responsibilities

Hardware / software will be obtained by the County during this phase and County agrees to obtain and provide all necessary infrastructures to operate the system.

Each County department that will use the new system will formally designate a departmental project leader and any departmental project team members prior to the start of Phase 1. Designated project leaders will coordinate with the project manager during all phases of this project plan.

Internet access at T1 or business DSL speed between County and Contractor is required for conversion and testing phases as well as for on-going support and maintenance. This is the County's responsibility to provide.

MS-OS2012 Setup / network connections are the responsibility of the County. However, Contractor will provide any support / assistance requested by the County remotely. On-site support is available to the County at MPTS's agreed upon rate and charge.

The County will ensure adequate participation in the project by end user representatives who are (a) knowledgeable in the requirements and (b) have the authority to make determinations as necessary relating to requirements. The County will ensure that County decisions are made in a timely manner.

Contractor Responsibilities

Contractor will provide hardware specifications. The database utilized will be MS-SQL2012. Contractor will provide setup, tailoring and tuning for the SQL2012 database. If necessary, MBTS will assist County in identifying resources for training County IT staff to support the new system.

Contractor will provide County with all necessary system documentation, manuals, user guides and other material to assist County in the transition to MPTS.

Contractor will work with the County to determine hardware, 3rd party software, disk space requirements. All hardware & 3rd party software are a County responsibility.

Contractor will assist the County in the GAP analysis. County and Contractor will jointly develop an inventory of existing functionality detail and functionality detail capability of the MPTS. Gaps in functionality will be identified and stratified based on a mission critical basis. Contractor will assist County in identifying solutions to mission critical functional gaps.

Outcomes/Expectations

At the conclusion of this phase, the system will be configured to provide the required functionality as identified during the GAP analysis. County understands that this may require additional programming. An inventory of mission critical functionality gaps will be identified and a resolution plan developed. A plan for transitioning from existing business process to MPTS business processes will be under development.

PHASE 2

Data Conversion

Overview

This phase of the project will focus on the mapping and conversion requirements of the County data to MPTS data structure. The data conversion process is an iterative and multi layered activity in which the final scripted conversion process can be executed against the existing data up to and including the go live date.

This conversion includes four (4) years of value history, ownership history (if available for conversion in current system), sales history for four (4) years, and tax roll history of one (1) year. History beyond four years would be converted under an hourly rate if desired by the County. Factors that impact the cost of conversion are:

- Quality and quality of the data to be converted
- Source of the data
- History required
- Knowledge and participation of people to assist in identifying data issues
- Success in data mapping
- Data Dictionary
- Success with initial data conversion programs
- Accuracy and results of test sample data conversion
- Establish data conversion timelines and deadlines
- Data Conversion

Activities

- data format identification
- data export
- data cleanup

County Responsibilities

- The County will provide existing data and corresponding data format(s).
- The County will be responsible for extracting and providing legacy data to Contractor.
- The County will provide only clean, complete data.
- Each conversion step will be executed in a manner that is auditable (i.e. all data will be accounted for).
- The County will provide representative samples of data to be converted for use during the development of the database. Clean, converted County data will be available for the system testing phase.
- County will provide personnel familiar with the end-user functionality to work with Contractor during the conversion and testing phases to ensure complete accuracy of the converted data.
- County is responsible for developing and deploying access to any data not converted for use in MPTS.

Contractor Responsibilities

- Contractor will map and convert the data into MPTS data structure and provide validation reports and information to the County.
- Clean converted County data will be loaded to the MPTS database for the system testing phase.
- A system test plan document will be developed for the departments.
- Contractor will work with the County to develop alternative data access for data components where inclusion in the new system is not feasible.

Outcomes/Expectations

At the conclusion of this phase, data identified for conversion will be converted and available for use by the MPTS. Alternative access will be developed for data not converted if necessary.

PHASE 3
System Testing

Overview

System testing will be conducted jointly between County and Contractor prior to the prescribed Go-Live date. Testing should be conducted against data in a test environment to facilitate side by side process result validation. As with data conversion, this is an iterative and multi-layered process in which successful outcomes at all levels are the expected final result. These system test and validation processes include:

- Inquiry validation of the County's pre-conversion data within MPTS.
- Detailed balancing reports and worksheets to validate value, counts, paid/unpaid taxes and total charge.
- Formal User Acceptance of converted data and system programs.

Activities

- Develop inventory of system tests across all functionality, including regular, supplemental and business assessments.
- Establish testing protocols to validate results.
- Establish reconciliation protocols between existing process and MPTS.
- Review completeness of BPA and insure all process transition is well documented and complete.

County Responsibilities

Develop testing plan in consultation with Project team, project manager, County IT staff and Contractor.

Contractor Responsibilities

Develop testing plan in consultation with County IT staff.
Jointly conduct system tests.

Outcomes/Expectations

At the conclusion of this phase, the system will operate as expected. A library of documentation will be developed as a reference for problem resolution.

PHASE 4
Training / Implementation

Overview

Classroom User training is conducted for any personnel designated by the County at Contractor's facility in Rocklin. All training classes are offered by Contractor at its Rocklin facility for unlimited County personnel at no additional charge to the County (does not include travel, lodging, and/or per diem for County employees).

Activities

- Develop training schedule based on County's work schedule and Contractor trainer availability.
- Identify key personnel for advanced training.
- Provide system documentation in support of training.

County Responsibilities

- County will identify all staff involved in property tax administration.

-
- County will identify all job duties and level of training required.
 - County will identify staff needing additional “super user” training.
 - County will insure work schedules are adjusted if necessary in support of MPTS training program.

Contractor Responsibilities

- Contractor will utilize web training [GoToMeeting] for training Tax Collector, Auditor, and Assessor personnel; ‘GoToAssist’ will also be utilized for ‘train the trainer’ classes. These forms of training classes enable the users to actually use the screens with an instructor monitoring the effort. Contractor also provides training at its Rocklin facility as well as simultaneous on-line training for most classes if preferred. The annual maintenance contract provides for training classes, at no charge, throughout the year. On-site visits are available from Contractor at County request.
- Contractor will provide manual and documentation about the system.

Outcomes/Expectations

At the conclusion of this phase, County staff will be trained in all aspects of the program operation, and the County will have a library of Documentation sufficient to resolve most questions regarding use of the system.

PHASE 5

Go Live Phase

Overview

Go Live is scheduled for July 1, 2018, after phase 4 determines in a test environment that the extension and billing process are reliable. The 2018/19 secured and unsecured assessment roll will be prepared by the Assessor in the County’s M204 property tax system. The completed assessment rolls will be turned over and processed off line as a confirmation that the new system is functioning as intended. The local assessment roll will be converted to MPTS and extended by the Auditor in MPTS. The SBE assessment roll will be processed in MPTS and extended/uploaded by the Auditor in MPTS. The MPTS extended roll will be turned over to the Tax Collector and collected in MPTS. Direct Charge levies will be processed via MPTS. All apportionments (current year secured, current year unsecured, supplemental, redemption, unsecured delinquent) will be via MPTS. If deemed necessary, M204 will be used to validate MPTS.

Activities

- Regular §601 roll (secured and unsecured)
 - o Close 2018/19 assessment roll in M204
 - o Process 2018/19 SBE assessment roll in MPTS
 - o Process 2018/19 Direct Charge in MPTS
 - o Extend 2018/19 secured tax roll in MPTS
 - o Extend 2018/19 SBE tax roll in MPTS
 - o Extend 2018/19 unsecured tax roll in MPTS
 - o Collect 2018/19 tax rolls in MPTS
 - o Apportion 2018/19 tax rolls in MPTS
 - o Process 2019/20 §601 roll in MPTS
- Supplemental roll
 - o Post go live testing in M204 test environment as validation, if necessary

County Responsibilities

- Prepare the 2018/19 assessment roll using normal procedures. Provide an extendable assessment roll to the Auditor.
- Extend the entire 2018/19 tax roll in MPTS. Option to extend in M204/test as validation.

MPTS Responsibilities

MPTS will provide problem resolution support if necessary.

Outcomes/Expectations

At the end of this phase, the County will be operating entirely on MPTS. MPTS will be used to extend, bill, collect, and apportion the 2018/19 property taxes. MPTS will be used to collect and apportion the redemption, delinquent unsecured, and supplemental tax rolls. The Assessor will begin preparation of the 2019/2020 assessment roll using the MPTS.

PROJECT TIMELINES

Overview

The timelines in the schedule below reflect the generally expected start and end dates for the various phases of the project transition and implementation. Additional details will be developed as each of the phases of the project proceeds.

Phase / Milestone	Expected Initiation Date	Expected Completion Date
Software Installation on County Owned Servers	01/03/2017	01/03./2017
Phase 1 - General Design Analysis / Environment Setup / Special Requirements	01/03/2017	07/31/2017
Phase 2 - Data Conversion	01/03/2017	12/31/2017
Phase 3 - System Testing Phase	01/01/2018	02/28/2018
Phase 4 - Training / Implementation	3/01/2018	6/30/2018
Phase 5 - Go Live / Post Implementation	7/1/2018	12/31/2018

EXHIBIT "B"

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We explicitly confirm our understanding of and agreement with the full scope of Services described in Section II:

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR (identify proprietary sections)

EXHIBIT "C"

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.

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

ARTICLE X

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

ARTICLE XI

Default, Termination, and Cancellation:

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

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

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

ARTICLE XII

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

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

or to such other location as the County directs.

with a carbon copy to

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

Notices to Contractor shall be addressed as follows:

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

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

-
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Name
Title
Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Name
Title
Department

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

-- COUNTY OF EL DORADO --

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

OR

-- COUNTY OF EL DORADO --

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

ATTEST:
James S. 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

By: _____
Name
Title
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)