



Request for Proposal
Broadband Needs Assessment and Feasibility Study

County of El Dorado
RFP #17-918-031

Release Date:
January 3, 2017

Proposal Due Date:
February 22, 2017

Refer ALL Inquiries to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667
(530) 621-5830

Notice to Vendors

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

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

I. INTRODUCTION AND BACKGROUND

The County of El Dorado (also referred to as “County”) is requesting Proposals for qualified firms to prepare a broadband needs assessment and feasibility study. The County recognizes that broadband is an essential, critical infrastructure for the economic growth of El Dorado County, and that the advancement of technology and infrastructure associated with broadband will play a key role in its economic future and quality of life. The development of an action plan to deploy broadband in identified areas will enhance public and private investments in technology infrastructure, and strengthen the El Dorado County’s economic competitiveness. For the purposes of this proposal, the term “broadband” applies to the capacity of networks to carry data traffic, both wireless and wire line.

El Dorado County is located in east-central California, has a total population of over 183,000 residents, and encompasses 1,805 square miles of rolling hills and mountainous terrain. El Dorado County’s western boundary borders the Sacramento region, and the eastern boundary contains Lake Tahoe and the California/Nevada state line. There are two municipalities within El Dorado County, City of South Lake Tahoe with a 2006 population estimate of 23,594, and the City of Placerville, with a 2006 estimated population of 10,171. El Dorado County is topographically divided into two zones. The northeast corner of El Dorado County is in the Lake Tahoe basin, while the remainder of El Dorado County is on the “western slope”. Between the two primary population centers, Placerville in the west, and the City of South Lake Tahoe in the east, there are a number of small unincorporated towns. The predominant industries in this area are: tourism, agriculture, three main traditional suburban industrial parks and retail stores, and home-based businesses such as consulting, software development, and artisan crafts. All of these businesses rely on the Internet to communicate with suppliers and existing and future customers.

While a diverse landscape invites residents and tourists alike to enjoy outdoor recreation activities year-round, the County faces some challenges in the expansion of broadband infrastructure to deliver high-speed Internet service to a low-density population that is dispersed over difficult terrain. The County recognizes that broadband service is a necessary utility in each home and business, and that infrastructure investment and expansion is required to support residents, business owners, education initiatives and economic growth.

Independent analysis of the current broadband deployment in the County indicates that the best broadband capacity is slightly less than average grade in terms of speed (download and upload) and access to service providers, with a majority of El Dorado County being either substantially unserved or underserved with regard to broadband service. The lack of broadband hinders El Dorado County’s efforts to attract new businesses, create jobs, and educate and retain its residents.

El Dorado County has received a grant from the Economic Development Administration (EDA) to help offset the cost of this feasibility study, which may set the stage for future implementation projects.

II. STRATEGIC PARTNERS AND ORGANIZATIONS

The County has developed several partnerships to help facilitate the discussion on broadband, including SEDCorp, Valley Vision, and Tahoe Prosperity Center.

SEDCorp is a 501c4 nonprofit which manages the US EDA approved Sierra Economic Development District (SEDD), which was made possible by the Sierra Planning Organization, a special district formed by a Joint Powers Agreement (JPA) between the counties of El Dorado, Placer and Nevada Counties. SEDCorp supports broadband deployment throughout five (5) counties in Northern California, including Sierra Planning Organization area, Sierra County and East Alpine County. SEDCorp is the California Public Utilities Commission (CPUC) Community Advantage Services Fund (CASF) Gold County broadband Consortium (GCBC) lead.

Valley Vision is a large Sacramento, California based non-profit which focuses on the enhancement of economic prosperity. Valley Vision operates strategically and champions initiatives which benefit counties and cities. Valley Vision and SEDCorp cross paths and have partnered in economic development projects in California, working together as CPUC approved Consortia to bring access to broadband.

The Tahoe Prosperity Center is a non-profit based in South Lake Tahoe and focuses on the “basin” economics. Tahoe Prosperity Center is a CPUC approved broadband Consortia.

III. PROJECT GOALS

- To educate staff and the community on the benefits of broadband, as well as the opportunities and challenges for broadband improvements and expansion of infrastructure in El Dorado County.
- To analyze the state of existing broadband infrastructure in El Dorado County, outlining needs and gaps in availability of broadband connectivity for the business, resident, and educational communities.
- To identify options for deploying broadband in identified areas (City of Placerville, City of South Lake Tahoe, and unincorporated areas of El Dorado County), including information on return on investment and funding options to guide decision making, strengthen and expand business development, retain current businesses, support job development, and support education initiatives. City of Placerville and City of South Lake Tahoe may already have plans, however both geographies may still have unserved or underserved areas.
- To identify the most cost effective delivery mechanism(s) for broadband.
- To provide an action plan for the short and long term improvement of broadband in El Dorado County by identifying relevant projects that can be accomplished efficiently as a way to incentivize private broadband development.
- To identify and prioritize areas where short term investment can be made with the largest payoff and identify available funding sources that can be leveraged and/or partnerships that the County may consider pursuing, including public and private investment models.
- To identify applicable funding sources that can be utilized for a capital infrastructure construction plan lasting five to ten (5-10) years.
- To identify the return on investment in five (5), ten (10), and fifteen (15) year outlooks.

- To recommend policy improvements to facilitate broadband deployment, which would positively impact the actions and direction in the unincorporated areas of El Dorado County and other agencies and stakeholders.
- To develop and initiate a public outreach strategy, to increase issue awareness, seek community involvement and feedback, and communicate project goals and accomplishments.

IV. SCOPE OF SERVICES

The County has convened a Technical Advisory Group to provide oversight and advice on the broadband project, and to work with the consultant on all key project tasks. The Group includes representatives from government, private and non-profit entities interested in promoting economic development and technology. The County is also a member of SEDCorp, which may also serve as a resource for this effort with regard to community survey data.

The tasks below outline the scope of the services requested:

- Task 1:** Provide overall project management services including documenting the work plan, developing a project timeline for accomplishing the scope of work outlined in this RFP, incorporating stakeholder input.
- Task 2:** Refine project goals and purpose by working with County staff and the Technical Advisory Group.
- Task 3:** Develop community region/area profiles (i.e. City of Placerville, City of South Lake Tahoe, unincorporated areas of El Dorado County) addressing project goals noted above, including targeted outreach to representatives from various business and other user sectors:
- a. Inventory of existing broadband assets; and
 - b. Needs assessment identifying broadband gaps; and
 - c. Identify broadband demand including goals for economic development, education, etc.; and
 - d. Short and long term action plan for improvement of broadband infrastructure, including recommended funding sources and/or strategic partnerships.
- Task 4:** Validate and update California Public Utility Commission (CPUC) coverage map.
- Task 5:** Identify key issues for broadband expansion for each community region/area in El Dorado County identified above, incorporating community briefings.
- Task 6:** Outline and prioritize community region/area strategies including “middle mile” and “last mile” access.
- Task 7:** Prepare a comprehensive presentation on organization and network operation options including the possible organizational/ownership structures for proposed broadband infrastructure networks, including but not limited to owner/operator, public/private partnerships, lease-hold agreements.
- Task 8:** Identify a “road map” for each community region/area’s next steps for planning, funding, grants and other resources to implement identified strategies. Prioritize existing resources that can be leveraged as well as provide a proposed timeline for

implementation. Provide information on the availability and relevance of potential funding sources for any future projects that arise from the recommendations in the plan. This includes governmental sources, foundations, and private resources.

It is expected that this feasibility study project will take between three (3) and six (six) months to complete.

V. MINIMUM REQUIREMENTS

1. Firm/team understanding of the broadband/telecommunications industry, state and federal initiatives related to broadband.
2. Demonstrated experience with municipal broadband planning activities and meeting facilitation.
3. Extensive familiarity and experience with telecommunication and broadband technology and application.

Additional Requirements:

1. Experience in facilitating public meetings; experience working with the public and meeting attendants to create a successful conclusion to the meeting process.
2. Ability and willingness to work with elected officials, business community, concerned citizens, telecommunications personnel, educators, healthcare providers, invited speakers and other interested parties.
3. Experience/skills in providing strategic direction, articulating key strategic concepts, and the ability to focus on strategic issues.
4. Good communication skills, ability to encourage participation in meetings and to help meetings stay on task.
5. Ability to analyze and synthesize data from meetings and effectively and clearly communicate the information to the Technical Advisory Group, stakeholders and other interested parties.
6. Ability to remain flexible and respond to changes in schedules and timelines.

Services Required After Selection:

Following RFP award the selected vendor will be required to sign an agreement with the County (sample agreement attached).

The selected firm's representatives will be required to meet with the Technical Advisory Group on a regular basis to discuss and plan the project(s), and provide progress reports and/or briefings with regular frequency, to be determined upon contract award.

The selected firm will be required to make a presentation to the El Dorado County Board of Supervisors to include a status of broadband in the county as well as a vision for next steps in this project rollout, specific content of the presentation to be determined upon contract award.

VI. PROPOSAL SCHEDULE AND SUBMITTAL INFORMATION

Proposed Schedule:

Milestone	RFP Schedule
RFP Issued	January 3, 2017
Questions Due	January 18, 2017
Answers to Questions Posted	January 27, 2017
Proposal Submittal Deadline	February 22, 2017
Notify Finalists	March 3, 2017
Finalist Interviews	March 17, 2017
Final Selection – Board of Supervisors Approval	April 11, 2017
Contract Execution	April of 2017

VII. PROPOSAL FORMAT AND REQUIREMENTS

One (1) original document (labeled original), five (5) copies, and one (1) electronic version (PDF format on flash drive) of the proposal shall be submitted in the format indicated in this section of the RFP.

In order for the County to conduct a uniform review process, all proposals must be submitted in the format set forth below. **Failure to provide any of the information requested by these paragraphs is grounds for the County to reject a proposal.**

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc., are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled.

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the qualifications requested above. The proposal shall be limited to twenty (20) pages in length, not including appendices. Information should be complete and demonstrate that the Service Provider can perform professional work. Please provide any other information deemed appropriate for this project, including a sample of comparable study or report prepared by your team/firm.

Proposal Contents:

Proposers are required to follow the outline below when preparing their proposals:

Cover Letter: Prepare a brief introduction signed by an authorized representative of the firm (2-3 pages maximum) that provides a summary of the firm's experience relevant to the scope of work described in the RFP, and describes why the firm would be of service to the County of El Dorado on this project. The letter should contain your firm's name, address, telephone number, principal contact, and email address.

Experience: Provide company experience with providing broadband feasibility analyses and/or services of similar type, size and scope, for comparable government agencies. Identify size (national and regional/local) and financial condition of the firm. Identify and briefly describe related work completed in the last three (3) years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.

Personnel/Staff Qualifications and Experience: Identify the project manager and key personnel who would be assigned to this project, along with detailed experience with related work or projects.

References: Provide a minimum of three (3) references, including names, telephone numbers and email addresses for work on similar projects. The County may contact these references in order to ascertain the firm's quality of performance on similarly sized governmental agencies.

Project Approach: Provide a discussion regarding your recommended approach to the project. Describe your suggestions on how to best organize the project, its stakeholders, and lay out a process to meet project goals.

Project Plan and Timeline: Provide a description of the project plan and timeline, in the most efficient and timely manner, from the initial planning stages to the completed design. The timeline should identify numerous check-in calls/meetings with Technical Advisory Group on a regular basis as appropriate.

Pricing and Budget: Provide the total cost of the project, as well as a detailed "line item" breakdown of costs. In addition, please specify:

- Total fees for services needed to complete the project.
- Hourly rate schedule for services.
- Any reimbursable costs anticipated during the course of this project, including travel.
- Total proposed not-to-exceed amount for all services and costs.

The proposal should be all encompassing, with a single vendor identified as the "responsible lead vendor". Please include any subcontractor(s) that will be required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal. Proposal should outline separate costs for any add-ons or optional requests specified in the RFP.

VIII. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. – on JANUARY 18, 2017**. Questions may be emailed to: linda.smith@edcgov.us OR mailed. All emails, envelopes or containers must be clearly labeled "**RFP #17-918-031–QUESTION**" for convenience purposes. Emails, envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), 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 **JANUARY 27, 2017**.

Submit inquiries by U.S. mail to:

Procurement and Contracts
360 Fair Lane
Placerville, California 95667
RFP #17-918-031 – Question

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

IX. PROPOSAL SUBMITTAL

Proposers must submit one (1) original, five (5) copies, and one (1) electronic version (USB flash drive) of their proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #17-918-031 – MAILROOM DO NOT OPEN**", **no later than 3:00 p.m. – FEBRUARY 22, 2017**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667
RFP #17-918-031 – MAILROOM DO NOT OPEN

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

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

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received

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

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

X. EVALUATION PROCESS

Review Process: The Technical Advisory Group or a subcommittee thereof will rank the proposals based upon the merits of the proposal, written qualifications and experience of the Proposer. The review team will determine finalists for interviews by ranking and consensus and those finalists will be notified. Proposers are advised that interviews are scheduled to be conducted on February 17, 2017, and to make preparations accordingly. Phone or Skype interviews will be considered upon request.

Evaluation Criteria: Following the interview, Proposers will be ranked by each panel member as follows:

Evaluation Criteria	Weight
Demonstrated understanding of the project goals and responsiveness of the proposal to meeting these goals.	20%
Project approach and perceived effectiveness of proposed concept for identified audiences(s).	30%
Recent Experience with projects of this size and scope for an agency of similar size. Reference information will be taken into consideration.	25%
Personnel assigned to the project and their experience with similar projects.	20%
Cost Proposal	5%
	100%

The panel will compare their individual rankings, discuss and reach a consensus decision. The Technical Advisory Group and County reaffirm its right to make any selection it deems prudent, and responding firms or individual participants acknowledge through their participation that such selection is not subject to protest or contest.

The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and the County of El Dorado will finalize the contract terms and conditions. If the County and the selected vendor are unable to agree on terms and conditions at this point, the County may exercise its right to negotiate with other vendors.

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

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

XI. REJECTION OF PROPOSALS

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

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

XII. VALID OFFER

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

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

XIII. COUNTY'S RIGHTS

County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of County.

8. Interview Proposers prior to award.
9. To request additional information during an interview.

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

XIV. CONTRACT AWARD

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

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

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

XV. CONFLICT OF INTEREST

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

XVI. 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.

XVII. BUSINESS LICENSE REQUIREMENT

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

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.

XVIII. PUBLIC AGENCY

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

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

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 XI - Default, Termination, and Cancellation**.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

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

ARTICLE IX

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

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

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

ARTICLE X

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

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"

-- CONTRACTOR --

By: _____ Dated: _____
Name
Title
"Contractor"

By: _____ Dated: _____
Corporate Secretary