



**COUNTY OF EL DORADO
Procurement & Contracts**

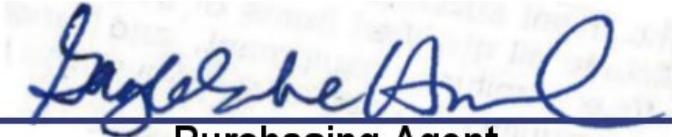
ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #09-918-116

DUE: 3:00 PM – June 11, 2009

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

"RFP #09-918-116 MAILROOM DO NOT OPEN"


Purchasing Agent

**INTEGRATED NATURAL RESOURCES MANAGEMENT PLAN AND
ENVIRONMENTAL DOCUMENT PREPARATION**

The El Dorado County Development Services Department is seeking proposals from qualified consultants to conduct the development of the El Dorado County Integrated Natural Resources Management Plan (INRMP) for the west slope of the County at 4000' elevation and lower.

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 RPF results, please visit our website at

<http://www.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.

The County adopted a General Plan in 2004. Several of the Policies (7.4.2.8, 7.4.2.9, and 7.4.1.6) and Implementation Measures (CO-M and CO-U) are General Plan EIR mitigation measures that are intended to protect natural resources (Policy 7.4.2.8), corridors for wildlife movement, particularly large terrestrial mammals (Policy 7.4.2.9), and state or federally listed rare, threatened or endangered species and their habitats (Policy 7.4.1.6) and are the focus of this RFP. These policies and measures direct the County to identify important habitat and to establish a program for habitat preservation, effective management, monitoring, and mitigation. This will include developing land conservation strategies that conserve and restore contiguous blocks of important habitat to offset the effects of increased habitat loss and fragmentation elsewhere in the county. Habitat preservation areas, with preference given to large contiguous blocks of habitat in areas not subject to future fragmentation and where feasible, corridors to facilitate species movement among these blocks, are to be identified. Together, these areas will form a network of priority preservation lands in El Dorado County. The hope is that establishing such a network will provide proactive preservation planning at a landscape level that will reduce future endangered species listings, human-wildlife conflicts, and make El Dorado County more resilient to expected land-use and global climate change. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents. This plan will compliment existing efforts by planners and developers to avoid or compensate for environmental impacts covered under CEQA by identifying receiving areas for investment in offsite mitigation. A preservation plan can also galvanize efforts to pursue state and federal funding to implement local land and water conservation projects. The County considered and rejected the option to pursue a Habitat Conservation Plan and Natural Communities Conservation Plan, and has elected to utilize the methodology established in the General Plan.

I. Background:

- a. **Regional Location:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The County is located in the central Sierra Nevada, east of the Central Valley. The western border is flanked by the City of Folsom. The eastern-most border runs through Lake Tahoe, in the Sierra Nevada.
- b. **Physical Features:** El Dorado County covers approximately 1,789 square miles (1,145,385 acres) ranging from the residential foothills of El Dorado Hills to the high Sierra Nevada mountain range. The Sierra Nevada, Middle Fork and South Fork American River, and Lake Tahoe are among the county's primary natural features. El Dorado County is traversed by several major roadways including US Highway 50 and State Routes 49, 88, and 89. Elevations range from 200 feet above sea level at the western most boundary of the county to 10,081 feet at the highest point of Freel Peak on the western edge of the Lake Tahoe Basin. The County has considerable topographic variation, with more than half of the land area having slopes in excess of 25%.

Half of the land in El Dorado County is in public ownership by state, federal or local agencies. The INRMP should evaluate the extent to which resources are or can be protected on public lands as a first priority.

Agricultural land (AL), as designated on the 2004 General Plan Land Use Diagram comprises approximately 60,000 acres. Approximately 50,000 acres of land in the county are designated as Agricultural Districts (GP DEIR 2003). These acreage amounts do not necessarily include all grazing land, or land in current agricultural production. The 2007 El Dorado County Crop Report calculates that approximately 4,600 acres are in agricultural production supporting fruit and nut crops, hay, irrigated pasture, and nursery products. Rangeland (dryland) comprises approximately 233,000 acres. The county is also a mining region, capable of producing a wide variety of mineral resources. Approximately 864,000 acres of El Dorado County are forestland; however, most forestland is at elevations higher than 4,000' and not within the scope of this study.

The county has a rich diversity of lakes and rivers, natural plant communities, and wildlife at or below the 4,000' elevation, within the study area. A unique soil type (gabbro soils) supports an array of plant species that are rare, endangered, or declining throughout their range. A substantial number of these plant populations are protected in the Pine Hill Ecological Preserve, located in five areas totaling approximately 3,550 acres in the pine Hill area between Cameron Park and Salmon Falls.

- c. **Growth Patterns & Projections:** The physical features and the environment of El Dorado County are an important influence on its land use and development patterns. The most important physical features affecting development are the Sierra Nevada range, US Highway 50, large areas of the county dominated by forestland, and Lake Tahoe.

The Sierra Nevada divides El Dorado County into two distinct topographic areas – the west slope and Lake Tahoe Basin. The west slope extends from the Sacramento County line on the west to the summit of the Sierra Nevada on the east and contains most of the developed land in the county. The 2004 General Plan directed development on the west slope to concentrate growth in areas with existing infrastructure, such as near the county line and along US Highway 50, with large scale residential and commercial developments in the process of building, including many approved plans for future additional development. The density of residential and commercial development gradually decreases and the amount of open space (agricultural fields and forestland) increases moving easterly from the foothills to the Sierra Nevada. Placerville, located approximately 20 miles from the western county line, is the only incorporated city on the west slope.

US Highway 50 bisects El Dorado County, traveling east-west from Sacramento County through Placerville and into the Lake Tahoe Basin just south of the lake. Historically, development in the county has closely followed this route, with the densest development in the west. Major cities, towns and developments along this corridor include El Dorado Hills, Cameron Park, Shingle Springs, Placerville, Pollock Pines, and South Lake Tahoe.

In addition to being a development pathway, US Highway 50 is a major transportation corridor for residents living in El Dorado County who work in Sacramento County, and for recreational-related traffic generated from areas outside of the county.

Outside the US Highway 50 corridor, west-slope development follows the other main highways in the County: State Routes 49 and 193. SR 49 crosses the county from north to south and connects many of the original boom towns founded during the Gold Rush of 1848. This route is a prime tourist designation, and the towns of Cool, Pilot Hill, Coloma, Lotus, Placerville, Diamond Springs, and El Dorado promote the mining heritage of the region with museums, historic districts, and commercial areas. SR 193 crosses the northern part of the County from SR 49 to Greenwood and Georgetown, then turns south through Kelsey, and into Placerville.

El Dorado County has experienced rapid growth over the past 20 years. The countywide population increased from 85,212 in 1980 to approximately 163,585 in 2002. The county had approximately 73,791 dwelling units and 45,300 jobs in 2002. The majority of this development is focused in the area nearest to the Sacramento County line and along US Highway 50. The average annual growth rate for 1980-2002 was 3 percent.

- d. El Dorado County possesses a diversity of native flora and fauna. This diversity can be attributed to a combination of unique physical characteristics that have resulted in a wide range of habitats. These unique physical features include a wide range of elevations and varied terrain, diverse substrate material, large tracts of contiguous natural habitat, and a broad range of climatic conditions. Coniferous forest is dominant at higher elevations in the eastern half (primarily located above 4,000' elevation and not generally within the scope of this study); oak and hardwood habitats are found mostly in the central region, and annual grassland, chaparral, agriculture, and urban development is found primarily in the western third of the county.

A total of 29 special-status plant species have been documented in the county. Of these, six are state or federally listed as Threatened, Endangered, or Rare. The remaining 24 special-status plants are on CNPS (California Native Plant Society) List 1B or List 2. See Table 5.12-2 of the General Plan DEIR for a complete list (http://www.co.el-dorado.ca.us./Planning/Volume2/V2_512.pdf). Not all species occur in the study plan area (below 4,000' elevation).

Several special-status plants are restricted to the Pine Hill soil formation in western El Dorado County. These plants are of particular concern to state and federal agencies responsible for protection of natural resources because of the rarity of the plants and their limited range, and because of the high development pressure in the area.

The Pine Hill formation gabbroic soils support seven special-status plant species: Stebbins' morning-glory, Pine Hill ceanothus, Pine Hill flannelbush, El Dorado bedstraw, Layne's butterweed, El Dorado mule-ears, and Red Hills soaproot. An eighth plant, the Bisbee Peak rush-rose, is listed by CNPS as rare. Of these, three of these plants are endemic to the Pine Hill region. Another two species are nearly endemic, with only a few small colonies of the plants found elsewhere.

A total of 740 plant species (10% of California's total) have been recorded in a 25,700-acre area within the Pine Hill formation. The County is currently working with the state and federal resource agencies to develop an MOU to govern processing of projects that potentially impact the Pine Hill plants. The agencies are synthesizing existing studies and data, and will be developing new data on the management of the plants. The agencies contemplate that the end results of this process will be a permit governing the Pine Hill plants. The successful Proposer will be expected to coordinate with the consultants and staff working on the Pine Hill plant issues to ensure that the Pine Hill plant work will fit into the INRMP, but will not be expected to do extensive work on this issue.

A total of 51 special-status wildlife species are known to occur in El Dorado County. Of these, ten species are state or federally listed as Threatened or Endangered: vernal pool fairy shrimp, valley elderberry longhorn beetle, Lahontan cutthroat trout, California red-legged frog, willow flycatcher, American peregrine falcon, bald eagle, bank swallow, California wolverine, and Sierra Nevada red fox. The remaining 41 species are considered as California Species of Special Concern by CDFG and/or federal Species of Concern by USFWS. See Table 5.12-3 of the General Plan DEIR for a complete list (http://www.co.el-dorado.ca.us/Planning/Volume2/V2_512.pdf). Not all species occur in the study plan area (below 4,000' elevation).

El Dorado County's Weber Creek watershed supports one of only six known populations of California red-legged frogs (CRLF) in the Sierra Nevada. The confirmed population was discovered in an impoundment along the North Fork of Weber Creek. The Spivey Pond impoundment and surrounding uplands were purchased as part of a cooperative effort between state and federal agencies and are currently managed by BLM to protect the frog and its habitat. The Spivey Pond site is the only area in El Dorado County designated or proposed to be designated as Critical Habitat for the CRLF.

The effects of existing development and growth projected by the General Plan on the western slope are threats to biological diversity and sensitive biological resources. The impacts on biological resources are primarily the result of urbanization of the area, habitat fragmentation, water pollution, and conversions of natural habitats to agricultural uses. As a result of these existing and projected impacts, El Dorado County approved Mitigation Measure 5.12-1(d) in the 2004 General Plan DEIR: Develop and Implement an Integrated Natural Resources Management Plan, which further called for the adoption of General Plan Policy 7.4.2.8 that mandates the county to identify important habitat and to establish a program for effective management and habitat preservation.

Further information on El Dorado County's biological and natural resources is available from the General Plan DEIR at:

http://www.co.el-dorado.ca.us/Planning/Volume2/V2_512.pdf.

II. **Scope of Services:** The successful Proposer will be consulting throughout the process of the INRMP with the Board of Supervisors, the Planning Commission, the Agricultural Commission, County Planning staff, PAWTAC, and ISAC. The Plant and Wildlife Technical Advisory Committee (PAWTAC) and the INRMP Stakeholders Advisory Committee (ISAC) were appointed and established by the Board of Supervisors for their specialized knowledge of El Dorado County. PAWTAC members were chosen for their technical and biological expertise relating to plant and wildlife issues. ISAC members were chosen for their specialized community experience representing various fields. PAWTAC and ISAC will provide the consultant input for review, critiques, and recommendations for habitat mapping, habitat protections strategy, mitigation assistance, habitat acquisition, habitat management, habitat monitoring, and Important Biological Corridor overlay, utilizing their specialized knowledge of El Dorado County.

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

Project Tasks:

- 1) Map Important Habitat and Connectivity:
 - a) Facilitate discussions with PAWTAC, ISAC and the Board of Supervisors to define "Important Habitat," "Large Expanses," and "Native Vegetation," as used in General Plan Policy 7.4.2.8.
 - b) Utilize (and update, where appropriate) INRMP Initial Inventory mapping layers (http://www.co.el-dorado.ca.us/Planning/genplan/Final_Initial_Composite_0400408.pdf). Include Oak Woodland Management Plan (OWMP) Priority Conservation Areas (PCAs), all lands in the Ecological Preserve (EP), publicly-owned lands, lands subject to conservation easements, and lands designated Open Space or Natural Resource in the 2004 General Plan. Utilize existing data (i.e., the EIP Rare Plant Study, the OWMP, County GIS data) to update, if necessary, the INRMP Initial Inventory Map.
 - c) Develop a recommended list of Indicator Species to be utilized in identification of potential core habitat areas, corridors and linkages. For each Indicator Species, identify habitat relationships and discuss relevant characteristics such as, distribution, status, dispersal and home range requirements.

- d) Evaluate the need for north-south wildlife movement corridors and linkages, including identification of species with north-south migration patterns. Analyze the barrier effect of Highway 50 and other major roadways. Identify existing locations along Highway 50 that allow safe passage for terrestrial mammals. Examine and discuss issues involved with retrofitting existing drainage structures and undercrossings to provide for discrete wildlife crossings, including an approximation of the cost, to allow the County to assess the feasibility of such an approach. Analyze prior research studies, such as the county-specific study "The Potential Impacts of Development on Wildlands in El Dorado County, California" authored by S.C. Saving and G.B. Greenwood (USDA Forest Service Gen.Tech. Rep. PSW-GTR-184.2002.) Identify alternative locations for wildlife movement across Highway 50 (such as Weber Creek and areas east of Placerville), and examine the relative feasibility of those locations. Policy 7.4.2.8 (A) and the Oak Woodland Management Plan should be carefully considered.
- e) Deliverables: Compile information and prepare administrative draft, public review draft, and final Important Habitat Inventory Report and Map. Compile information and prepare admin draft, public review draft, and final Indicator Species Report. Compile information and prepare admin draft, public review draft, and final Analysis of North-South Wildlife Movement Corridors.

2) Assist the County in identifying alternative approaches for preparation of the INRMP:

- a) Identify a range of alternative approaches available to the County to complete the remaining tasks; discuss the advantages and disadvantages of each. Include a discussion of the methodology employed in other jurisdictions for similar conservation plans. By way of example, some of the methods to be discussed might include GIS-based computer-modeling, a criteria-based program, and a Conceptual Conservation Plan approach.
- b) Assist the County in preparation of a revised Scope of Work in compliance with General Plan Policies 7.4.2.8.
- c) Deliverables: Compile information and prepare admin draft, public review draft, and final INRMP Implementation Alternatives Report.

3) Schedule: Proposer to provide a timeline of key milestones.

III. **Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

- A. **Cover letter:** Provide a “cover Letter” and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this Request for Proposal. **The letter must be signed by an individual authorized to bind the firm contractually.**
- B. **Table of Contents:** This section shall include a detailed “Table of Contents” and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.
- C. **Proposer’s Capabilities:** Describe the firm’s resources, experience and capabilities as they relate to scope of services described hereinabove. Submit in the order identified below:
 - 1. **Executive Summary:** An executive summary should briefly describe the Proposer’s approach to the proposal and clearly indicate any options or alternatives. It should indicate any major requirements that cannot be met by the Proposer. This summary should highlight the major features of the proposal and identify relevant supporting materials. The executive summary shall not exceed three pages.
 - 2. **Detailed Discussion:** The detailed discussion is a general, but complete, narrative of the Proposer’s assessment of the work to be performed and the ability to meet those objectives. This overview should clearly demonstrate the Proposer’s understanding of the performance expectations as well as how the requirements will be met. Discuss each item in **Section II. Scope of Services 1 through 2** and describe how your firm will accomplish the desired scope in the timeframe requested. By virtue of submitting a response to this RFP, Proposer understands, acknowledges and agrees to the standard terms and conditions of Exhibit “A”.
- D. **Background and Experience:** Describe the firm’s background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.
- E. **Work Plan:** Outline how the firm’s team intends to approach this project, along with anticipated timelines for training, delivery of supplies, and full implementation.
- F. **Insurance Requirements:** A written statement of your firm’s ability to comply with the insurance requirements set forth in Exhibit “A”.
- G. **Cost Proposal:** Proposers shall provide a comprehensive fee schedule of all account team members. Identify any ancillary costs or expenses. The fee schedule must remain firm for the contract period. List all of the fees for every service you can provide that aren’t identified in this Request for Proposal.

H. **References:** Proposers must provide a minimum of three (3) client references, preferably of county governments, municipalities, or service districts in California, of organizations with whom you currently have contracts with and/or have previously had contracts with for the provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, and summary of services performed.

I. **Additional Data:** (this Section shall be limited to five pages) Include any other data the Contractor deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section A thru H. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

IV. **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 #09-918-116 MAILROOM DO NOT OPEN**", **no later than 3:00 PM – June 11, 2009**, to:

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

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

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

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. 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 Dan Lynch, Sr. Department Analyst at (530) 621-5180.

V. Proposers' Questions: Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on May 29, 2009**. All envelopes or containers must be clearly labeled "**RFP #09-918-116, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **June 5, 2009**.

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

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #09-918-116 Question

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

VI. Public Records Act: All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

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://www.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: Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Development Services Department and Department of Transportation on the basis of:

- A. Proposal Content and Presentation**
- B. Compliance with Administrative Requirements**
- C. Experience, Qualifications, and Work Plan**
- D. Total Cost**

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!

STATEMENT OF NO RESPONSE

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc, please complete and return this form to: El Dorado County Procurement and Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc, or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

Board of Supervisors Procurement Policy C17, Section 8.2:

Removal of a vendor from the bidders list may be for:

- (a) *Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) *Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) *Failure to perform after an award of a bid; or*
- (d) *Other reasons that show the bidder to be a non-responsive or non-responsible bidder.*

The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent

Invitation # (BID, RFP, RFI, RFQ, etc.): _____

Name of Firm: _____

Address: _____

Signature: _____

Telephone Number: _____ Date: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks:

EXHIBIT "A"

SAMPLE AGREEMENT FOR SERVICES

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

RECITALS

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

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

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to 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, County agrees to pay Consultant monthly in arrears and within thirty (30) 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 _____.

ARTICLE IV

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 V

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

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 IX

Default, Termination, and Cancellation:

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

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

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

ARTICLE X

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

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

Or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

(Company Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

Or to such other location as the Consultant directs.

ARTICLE XI

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

ARTICLE XII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in

effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

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

ARTICLE XVIII

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 XIX

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

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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.

--C O U N T Y O F E L D O R A D O--

By: _____ Dated: _____

Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

OR

--C O U N T Y O F E L D O R A D O--

Dated: _____

By: _____ **Chairman**
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- C O N S U L T A N T --

(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)

By: _____

Name

Title

"Consultant"

Dated: _____

By: _____

Corporate Secretary

Dated: _____