



County of El Dorado

Chief Administrative Office

Procurement & Contracts Division
Phone (530) 621-5830 Fax (530) 295-2537

Date: November 30, 2018

To: Interested Firms

**Subject: County of El Dorado County – Chief Administrative Office – Facilities Division
Request for Qualifications (RFQ) for Facility Confined Space Assessment and Training
RFQ #19-918-044**

The County of El Dorado, Chief Administrative Office, Facilities Division is soliciting Statements of Qualification (SOQ) from firms to provide as-needed Facility Confined Space (as defined by the California Occupational Safety and Health Administration) Assessment and Training services for various County operated locations.

A two-step process has been outlined for the hiring of a Confined Space firm. The first step (develop short list) will be accomplished through this Request for Qualifications (RFQ) process. The qualified consultant(s) selected from this process will be placed on a shortlist and may be solicited for an as-needed contract for up to the next three (3) years.

As the needs for consultant services for individual projects or programs are identified, Facilities Management will initiate the second step to:

- A. Select a consultant from the SOQ short list and negotiate a contract; or
- B. Create a selection committee to issue a Request for Proposal (RFP) to more than one consultant on the short list and negotiate a contract with the selected Proposer.

The following pages contain the Statement of Qualifications (SOQ) submittal guidelines. We look forward to hearing from you. Thank you for your participation in the RFQ process.

Purchasing Agent

REQUEST FOR QUALIFICATIONS

AS-NEEDED CONFINED SPACE ASSESSMENT AND TRAINING SERVICES FOR VARIOUS COUNTY-OPERATED LOCATIONS

TABLE OF CONTENTS

	<u>Page</u>
Scope of Work	3
SOQ Minimum Requirements.....	3
Questions	4
SOQ Submittal Schedule	4
Modification or Withdrawal of SOQ's	5
Conflict of Interest	5
Sample Agreement	6

ATTACHMENTS:

Attachment 1 Sample As-Needed Professional Services Agreement*

***Note: Sample agreement is for reference only. Consultant must be able to obtain required insurance, including Professional Liability, if necessary, prior to any contract award.**

SCOPE OF WORK

Evaluate various County operated locations for potential confined spaces as defined by the California Occupational Safety and Health Administration (OSHA). Services shall include, but not be limited to:

Create an inventory list and mapping of known confined space locations.

Create and install all necessary code compliant signage including entry points, methods of procedure (MOP), or other information that may be legally mandated. All signage shall meet all codes/regulations and appropriate to each facility's operation and function.

Provide ongoing confined space training and OSHA legal certification documents for all impacted El Dorado County personnel. Training shall include:

- Hazards of confined space
- Differences between non-permit and permit-required confined space
- Content of the regulatory compliance program
- OSHA permit-required confined space standard
- Use of the confined-space entry permits
- Conditions prohibiting safe entry
- Duties, differences, and regulations concerning the entry supervisor, attendant, and authorized entry workers.
- Use of test instruments, lifelines, harnesses, extraction devices, and personal protective clothing and equipment
- Emergency and rescue procedures

STATEMENT OF QUALIFICATIONS (SOQ) MINIMUM REQUIREMENTS

1. Submit one (1) original and two (2) copies of SOQ and supporting documentation.
2. SOQ' should be formatted on 8 ½ " x 11" pages (portrait orientation) and must include the following:

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

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

A statement acknowledging that the prospective firm has reviewed the language contained within the Sample Professional Services Agreement (Attachment 1) and that the prospective consultant concurs with the provisions contained within said agreement, and can/will meet the indemnity and insurance requirements without alterations to the County's standard agreement.

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

Identify the firm's services, office locations, history of firm, response time to a request for service, professional and support staff members and available technical support and equipment.

Experience (not to exceed ten (10) pages)

Include experience as related to the proposed scope of work.

Rate Sheet

- A. Include your firm's current rate sheet for all project personnel.
- B. Rate sheets will be valid for the three (3) year term of this SOQ.

QUESTIONS

For questions regarding this Request for Qualifications **process**, contact **Linda Silacci-Smith** at (530) 621-5417 or via email at linda.smith@edcgov.us.

Any questions requiring a formal response must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on DECEMBER 11, 2018**. Questions may be emailed to: linda.smith@edcgov.us with the subject of "**QUESTION – RFQ # 19-918-044**". Questions requiring a formal response will **NOT** be accepted by telephone, facsimile (fax), or verbally.

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 County website at <http://edcapps.edcgov.us/contracts/invite.asp>. Consultants are responsible for checking the website up to the due date, for any Addenda issued.

Responses to written questions will be posted to the Procurement and Contracts website on or about **DECEMBER 13, 2018**.

Consultants are cautioned that they are not to rely upon any verbal statements that they may receive. Consultants 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 Qualifications.

SOQ SUBMITTAL SCHEDULE

Submit one (1) original and two (2) copies of the SOQ, along with any addenda, in a sealed envelope, clearly marked on the front "**RFQ 19-918-044– MAILROOM DO NOT OPEN**" **no later than 3:00 p.m. on DECEMBER 20, 2018** to:

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

County staff will open the SOQ's on the day of the SOQ submittal deadline. The only information that will be made available to the public will be the names of the SOQ respondents. The contents of all SOQ's, or any

other medium which discloses any aspect of the SOQ, shall be held in strictest confidence until the County completes the qualifications process.

Respondents submitting less than the required number of copies or flash drive may be rejected and considered “non-responsive”. Responses received after the deadline will not be considered, and will be returned unopened.

MODIFICATION OR WITHDRAWAL OF SOQ

A respondent may withdraw its SOQ at any time **prior** to the submittal deadline by a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Respondents may thereafter submit a new or modified SOQ **prior** to the submittal deadline.

To be considered, the new submittal must be received in writing, with the same number of copies as the original SOQ, prior to the date and time specified above, for receipt of SOQs.

CONFLICT OF INTEREST

Prospective consultants warrant and covenant that they 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. Consultants shall have no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under the resulting agreement and shall not enter into any such business or financial relationship with any such employee(s) during the term of the resulting agreement.

Notice to Proposers

The Procurement and Contracts Division will no longer mail out hard copy letters advising participating Proposers, of RFQ results. Please visit our website at <http://edcapps.edcgov.us/contracts/bidresults.asp> for RFQ results. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ and the number of responses received.

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 confined space assessment and training services for the Chief Administrative Office, Facilities Division; 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: Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to perform various on-call confined space assessment and training services.

For each non-emergency work assignment, Contractor will provide a written quote to the requesting department. Upon receipt and approval of each quote, the requesting department will issue a separate written Work Order to Contractor for each non-emergency work assignment identifying the specific site where the work will be performed; a description of the work; any required deliverables, including reports or other documents to be supplied in connection with the work assignment; a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any non-emergency work performed prior to the issuance of the written Work Order.

For services to be performed on an emergency basis, as determined by the Contract Administrator, authorization to perform the work necessary to ensure that property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to Contractor by a written Work Order issued by the Contract Administrator. Contractor shall respond on-site to all requests for emergency services within twenty-four (24) hours of the verbal or email service authorization.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of _____ through _____.

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 in accordance with Exhibit "A" – Billing Rates, incorporated herein and made part by reference hereof.

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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Division Manager

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
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
ATTN: Russell Fackrell, Facilities Division Manager

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: To the fullest extent allowed by law, Contractor 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 Contractor, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Contractor 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 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 Russell Fackrell, Facilities Division Manager, Chief Administrative Office, Facilities Division, 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.

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 --

(COMPANY NAME, INC.)

By: _____ Dated: _____
Name
Title
"Contractor"

By: _____ Dated: _____
Corporate Secretary