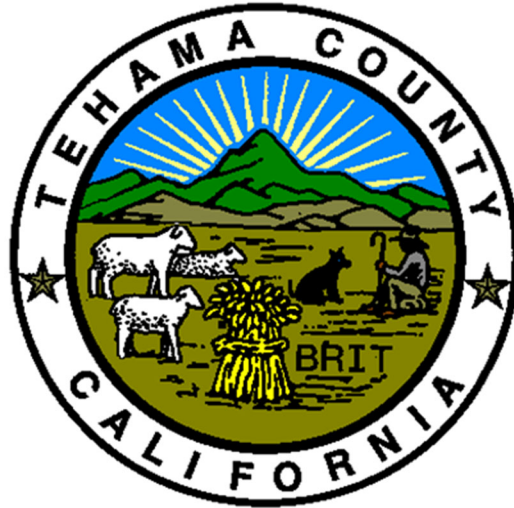


COUNTY OF TEHAMA



REQUEST FOR PROPOSAL (RFP)

Franchise Fee Auditing and Consulting Services for Tehama County

Proposals are to be submitted to:

**Arminda Searcy, Staff Analyst
Tehama County Administration
727 Oak Street
Red Bluff, CA 96080**

By

3:00 P.M. PST Monday, May 1, 2023

Questions regarding this request for Proposal may be directed to:

Arminda Searcy, Staff Analyst – ASearcy@co.tehama.ca.us
and Gabriel Hydrick, Chief Administrator - GHydrick@co.tehama.ca.us

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A. Introduction

The County of Tehama is seeking Request for Proposals ("RFP") from qualified firms, individuals or consultants for the County of Tehama ("County") to retain a qualified professional firm to conduct an audit of County Franchise Fees currently in place and identify Franchise Fee opportunities that are currently not identified or leveraged by the County. **This excludes Solid Waste Franchise Fees.**

B. Scope of Work – Services Required of Successful Proposer

Qualified consulting firms must have capabilities of providing expertise and services as detailed in the Scope of Work (Attachment "A")

C. Required Proposal Information

1. **Submittal Requirements:** Proposers must submit one (1) signed original copy and four (4) copies of the complete Proposal by May 1st, 2023 at 3:00 p.m. PST. Proposals must be enclosed in a sealed envelope or package, or submitted electronically to the email below, and clearly marked "**RFP- FRANCHISE FEES AUDITING AND CONSULTING SERVICES**". Proposals submitted electronically or in hardcopy to:

County of Tehama
Attn: Arminda Searcy, Staff Analyst
727 Oak Street
Red Bluff, CA 96080
ASearcy@co.tehama.ca.us

2. **Due Date:** Proposals must be received no later than 3:00 p.m. PST on May 1st, 2023. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. **Proposal Format and Contents:** For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:
 - a) **Section I – Organizational Information:**
Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or

association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

b) **Section II – Qualifications and Experience:**

Provide specific information in this section concerning the firm’s experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide project description with names, addresses, and telephone numbers of contact persons for three (3) client agencies for whom similar services have been provided.

c) **Section III – Project Personnel:**

Identify key personnel from your firm who would be assigned to perform the services described. For each individual identified, provide a brief description of their relevant qualifications and background. This may include, at the discretion of the consultant, resumes, references, narrative descriptions of completed projects, or any other item the consultant feels is relevant.

d) **Section III – Project Approach and Work Schedule:**

Provide a description of the steps needed to perform all required services that will complete the project in a prompt, timely manner. This schedule should contain specific milestones and a timeline for completion, which will be used to set schedules. Include in this section the ability of your firm to undertake the project considering your firm’s current and anticipated workload. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

e) **Section IV – Cost of Service:**

Cost Proposal to be provided separately from the submittal documents and clearly marked “COST PROPOSAL”.

1. **Cover Letter:** This letter should point out any conditions which could affect your firm's costs.
2. **Cost of Services:** Provide a table that shows your firm's estimated cost for the services, listed by task. Provide a copy of the current hourly billing rates for each member of the project team. The County anticipates the audit discovering missed opportunities and miscalculations. The best cost structure may include a Fixed Fee per

audit and/or Contingent Fees per finding; however, the County is open to different cost structures and is sensitive to the structure that best preserves the General Fund funding source. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

3. **Hourly Rates by Classification:** Provide a listing of your firm's hourly rates by classification, as well as any other cost factors which you would need to price extra work. If a flat rate is proposed, please indicate the amount.

f) **Section V – Identification of Subcontractors including IOR and Testing Services:**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) name and business location of subcontractor, (2) what products and/or services are to be supplied by that subcontractor and, (3) what percentage of the overall scope of work that subcontractor will perform.

g) **Section VI – Acceptance of County Terms:**

Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement (Attachment "B") and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that extensive exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

4. **General Instructions:** To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a. The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alteration or erasures.
 - b. No oral or telephonic proposals will be considered.
 - c. The submission of a proposal shall be an indication that the proposer has investigated and is satisfied as to the conditions that may be encountered, the character quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained with this RFP.
 - d. Proposal Format & Contents should be thorough and complete.

D. Questions

Please direct all questions regarding this RFP in writing via email to Arminda Searcy at **Asearcy@co.tehama.ca.us** and Gabriel Hydrick at **GHydrick@co.tehama.ca.us**. The E-mail subject line must include: **Franchise Fee Auditing Services for Tehama County**. The deadline to **submit** questions is **April 17th, 2023**. Questions will be answered by email to all firms/consultants that have provided an e-mail address to Arminda Searcy by **April 24th, 2023**.

The proposer is solely responsible for providing their e-mail address to the County. “Questions and Answers” will not be available on Tehama County’s website. Written answers will be considered as a part of an addendum to this RFP. All proposers are bound by the addenda, whether or not actually received by the proposer.

E. Corrections and Addenda

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the addenda cover sheet to acknowledge receipt and submit same with the proposal (or deliver them to the Tehama County Administration if the proposer has previously submitted a proposal to the Department). Any oral communication by the County’s designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising thereunder.

F. Selection Process

<u>Criteria</u>	<u>Points</u>
Qualifications of the Firm: Based on experience and projects similar to this project	20
References: Based on quality of references	10

Staffing: Based on background and experience of proposed staffing on similar projects with the proposing firm	15
Schedule: Based on thoroughness and reasonableness of the proposed schedule	20
Scope of Work: Based on the understanding of work, approach, methods, procedures, etc.	35

The proposal submitted by each firm will be ranked by County staff using the evaluation method described above. The highest ranked firm(s) may be interviewed by an evaluation team consisting of the County team (County Administrator, Public Works, Board member), in full or in part. The technical ranking may be adjusted subsequent to the completion of the interview(s).

The final evaluation and ranking of the proposals will consider the scores from the technical review and interviews, with the final selection being based upon qualification, experience, resources, understanding of the County's requirements, approach, methods and procedures, and schedule. The highest ranked firm will be selected to negotiate an Agreement utilizing the submitted cost proposal as a starting point.

The County is not bound to select any of the firms submitting proposals, may waive any irregularities in proposals and their submittal which may be advantageous to the County, and is not liable for any costs of preparation and submittal of proposals, including any presentations made to the County.

The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) working days to submit the information requested.

After initial screening, an evaluation committee appointed by the County of Tehama may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. The County reserves the right to eliminate the interview portion of this selection process.

The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. **The lowest proposed cost is not the sole criterion for recommending contract award.**

All firms responding to this RFP will be notified of their selection or non-selection in writing after the evaluation committee has completed the selection process.

The firm selected by the evaluation committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the contract to the recommended firm.

H. Schedule

The following is the County's tentative schedule for selection of the Consultant:

- | | |
|--|---------------------------------------|
| 1. Issuance of RFP: | March 28 th , 2023 |
| 2. Deadline to submit questions: | April 17, 2023 |
| 3. Deadline for RFP Submittal: | May 1 st , 2023 at 3:00 pm |
| 4. RFP Opening: | May 2 nd , 2023 at 3:00pm |
| 5. Review of Qualifications: | Week of May 8 th , 2023 |
| 6. Consultant Interviews (if necessary): | May 15 & 16, 2023 |
| 7. Anticipated Award of Agreement: | May 30 th , 2023 |

I. General Information

1. County's Rights, Options, and Policies

- a) The County reserves the right to decide that one proposal is more responsive than others.
- b) The County reserves the right to revise scope and contract with multiple Consultants based on the Consultants' specialties
- c) The County reserves the right to declare a proposal as non-responsive if it fails to clearly and/or completely respond to all questions and requirements of this proposal. All late submissions will be returned unopened.
- d) The County reserves the right to waive any irregularities and/or informalities in submitted proposals. Should the County elect to waive a right, it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.
- e) The County reserves the right to eliminate the interview portion of the selection process.
- f) The County reserves the right to modify, postpone, or cancel this proposal at any time and/or reject any and all submissions without indicating any reason. No proposal documents will be returned.
- g) The County reserves the right to reject individual team members, firms, consultants and/or request substitutions(s).
- h) The County reserves the right to terminate the consultant agreement if the proposed individual(s) is changed after selection and/or following the award of the consultant agreement.
- i) If contract negotiations are unsuccessful with the preferred Consultant, County may, at its discretion, choose to negotiate with any other Consultant.

- j) No compensation is offered for any of the work related to this selection process. The submissions are entirely voluntary. All original documents, including electronic files, become the property of the County.
- k) Those submitting a proposal warrant and covenant that no official or employee of Tehama County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in procuring the contract for this project.
- l) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public records under the laws of the State of California.

2. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties.
- b) A sample of the agreement is included as Attachment "B" hereto. Proposers must accept the terms of this sample agreement and must be willing to provide the required insurance as detailed in Attachment "C". With few exceptions, the terms of the County's Standard agreement will not be negotiated. *Indemnification language will not be negotiated except when dictated by government code and industry standards.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement, must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

3. Duration of Proposal: Cancellation of Awards; Time of Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) The selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as

determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants.

4. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposal.

J. Attachments:

Attachment "A": Scope of Work

Attachment "B": Sample Agreement

Attachment "C": Insurance Requirements

ATTACHMENT "A" - SCOPE OF WORK

The County of Tehama seeks qualified firms, individuals or contractors that have expertise in and services for:

- Franchise Fee Auditing services
- Sale, Transfer, Assignment or Lease of Franchises
- Late Fees
- Identify missed Franchise Fee opportunities, including but not limited to: communications, cable, public right of ways, ambulance services
- Guidance for implementing missed Franchise Fee opportunities
- Presentation of findings to County, including Board of Supervisors
- Review and update applicable county ordinance(s)
- Review and update franchise fee agreements
- Review and update of franchise fee late payment interest
- PG & E Bankruptcy fees
- Identify Non-Public utility companies that converted to Public entity

Tasks and responsibilities of the selected consultant may include:

Planning:

- Meet with County staff to review franchise fee areas of interest, ordinances, agreements, compliance issues, payment records, exempted customers, rate and boundary changes
- Notify County of all applicable Franchise Fee opportunities allowed under state law.
- Review applicable County Ordinance(s)

Audit:

- Review franchise agreements, correspondence with the providers, and a history of franchise payments.
- Review methodologies for computing franchise fees used by inside and outside auditors.
- Review franchise agreements and all ordinances and governing regulations relating to taxes to ensure compliance with all Federal, State and Local laws, and correspondence relating to the County's franchise fees.
- Communicate with each franchise to obtain the information needed to review and negotiate necessary confidentiality and non-disclosure agreement related to the audit.

- Review and analyze each franchise's general ledger and financial statements for reasonableness, completeness, and accuracy as related to the franchise fee.
- Identify excluded revenues from the franchise fee calculation.
- Review and analyze all the franchise's revenue accounts to determine if they are permitted by the County's franchise agreement, or relevant state law.
- Sample test the franchise's billings for completeness and accuracy.
- Compare the franchise's payments, exclusions, and other computations and compare the actual payments made to the County for timeliness and accuracy.
- Review applicable franchise fee opportunities within the County
- Advise the County on missed franchise fee opportunities
- Provide direction to the County to initiate and leverage missed opportunities
- Provide regular reports to the County on: accomplishments, next-steps, timelines, identify open items and responsible parties, applicable penalties and interest, issues requiring County attention/action, audit findings including missed, miscalculated and potential opportunities.
- Provide general assistance to the County as needed, such as, emails, public presentations, phone calls, and drafting correspondence to franchisees.

Implementation:

- Provide all necessary schedules and supporting documents to assist the County in collecting underpaid franchise fees and /or Late Fees.
- Assist in procuring negotiating, and/or preparing any necessary closing agreements requested to conclude the audit and solidify past due amounts and remedial practices for future reporting.
- Modify/update County Code relative to Franchise Fees as needed
- Assist the County in implementing newly identified Franchise Fee opportunities.

ATTACHMENT "B" – SAMPLE AGREEMENT

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND

This agreement is entered into between the County of Tehama, through its Department of -----
-, ("County") and ----- ("Contractor") for the purpose of -----.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall -----

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement -----.

3) COMPENSATION

----- Insert appropriate paragraph from "Compensation, Billing and Payment Standard Paragraphs" (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

4) BILLING AND PAYMENT

----- Insert appropriate paragraph from "Compensation, Billing and Payment Standard Paragraphs" (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate -----, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have

the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by -----.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional

standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

(“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment

of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- a. If to County: -----
 - i. -----
 - ii. -----

- b. If to Contractor: -----
 - i. -----
 - ii. -----

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County’s own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27) ----- OPTIONAL AND ADDITIONAL PARAGRAPHS (See Policy & Procedure, page 5, #D), as specifically required by the department and/or circumstances, may be inserted here. If none, delete this paragraph. -----

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

----- **CONTRACTOR NAME**
(BOLD/CAPITAL LETTERS)

Date: _____

Contractor Number

Vendor Number

Budget Account Number

ATTACHMENT "C" – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, 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 excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.