

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

397
(2101)



FROM: Executive Office

SUBMITTAL DATE:
August 16, 2016

SUBJECT: Request for Proposal for Community Choice Aggregation

RECOMMENDED MOTION: That the Board of Supervisors:
Direct the purchasing department, on behalf of the executive office, to seek proposals from entities qualified in providing Community Choice Aggregation consulting and implementation services.

BACKGROUND:

Summary

On June 23rd the Board received and filed an economic analysis report which studied the effect of implementing a community choice aggregation program (an entity created by a municipality for the purchase of electricity). The analysis showed a potential savings of 9% on electricity costs for county ratepayers. The Board then directed the executive office to prepare a request for proposal for the process of selecting a company to write an implementation plan on behalf of the county.

Departmental Concurrence



Brian Nestande
Deputy County Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$	\$	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS:	Budget Adjustment:
	For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY: 
George A. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | District: All | Agenda Number:

3-5

BACKGROUND:

Summary (continued)

As indicated in the attached RFP, a local government could become an Aggregator for electricity generation by submitting an Implementation Plan, along with an ordinance, for certification by the California Public Utilities Commission (CPUC). Both the ordinance and the Implementation Plan will be submitted to the Board for approval prior to submission to the CPUC.

Point of clarification, in the form 11 (Agenda Number 3-8) submitted to the Board on June 21st, staff indicated the need for a draft ordinance to accompany the RFP. In fact, the ordinance will be submitted with the completed implementation plan to the Board for approval before being sent to the CPUC.

Impact on Residents and Businesses

By issuing a request for proposal, the Board provides a process which ensures that the most competitive qualified company performs the work.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

**ATTACHMENT A
BIDDER PROPOSAL RESPONSE**

REQUEST FOR PROPOSAL # EOARC-

Community Choice Aggregation Consulting and Implementation Services



By:
Walter Mack, Sr. Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-9290
Email: wmack@co.riverside.ca.us
NIGP Code(s):

**This RFP and any ensuing Addendums are available at the following links:
www.purchasing.co.riverside.ca.us and www.publicpurchase.com**

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS
REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

Any Bidder who requests to have this RFP in electronic format may send an email request to:

Walter Mack, wmack@co.riverside.ca.us

Appendix A

PURPOSE/BACKGROUND

The County of Riverside Purchasing Department on behalf of Executive Office is seeking proposals from qualified parties in providing Community Choice Aggregation Consulting and Implementation Services for the County of Riverside.

Community Choice Aggregation (CCA), also referred to as Community Choice Energy, enables local governments to procure (aggregate) and/or develop electrical power on behalf of their public facilities, residents and businesses. In the CCA feasibility study, it is indicated that County ratepayers could potentially save an average of 9% or \$7.75 million dollars annually countywide.

The first Community Choice Aggregation project occurred in 1997 in Cape Cod Massachusetts leading to the creation of the Cape Light Compact. In a short period of time, the idea of Community Choice Aggregation was able to expand to other states. To date, ___ states permit CCA's to operate. A CCA creates a functional partnership between local governments and existing investor-owned utilities (IOU), such as Southern California Edison, whereby the electricity bought or developed by the local government will be distributed and delivered over existing electricity lines owned by the IOU to the CCA's customers. Additionally, all electricity billing, meter reading and customer service continues to be handled by the IOU. All IOU customers within the CCA's territory have the option of buying electricity from the CCA or remaining as generation customers of the IOU by exercising their rights to "opt out" of the CCA program. CCAs were first authorized in California in 2002 by Assembly Bill No. 117 (AB 117) and the legal framework for CCAs is set forth in Public Utilities Code sections 331.1, 366, 366.2, 381.1, 394 and 394.25.

Statutory/Regulatory Requirements:

Per AB 117, a local government could become an Aggregator for electricity generation by passing an ordinance declaring the local government to be a CCA and developing an Implementation Plan for certification by the California Public Utilities Commission (CPUC). Both the ordinance and the Implementation Plan will be submitted to the Board for approval prior to submission to the CPUC. Any customers that do not want to participate in the CCA program are required to notify the County of their election to opt-out within a specified amount of time. Customers opting out during the initial opt-out period would not be subject to penalty of any kind. Customers choosing to exit the CCA program after the initial opt-out period may be subject to exit fees imposed by the CCA and/or re-entry fees imposed by SCE.

Tab A Proposal Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of this RFP.
- Present all requested items in the index tabs ordered A through I as shown
- Label each item presented and include additional items on your Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow the bid instructions found in the Terms and Conditions document "Section 6.0 General Proposal Submittal" may be found to be "non-responsive" and disqualified from the bid process

Name of Company: _____

Service to provide: (title) _____

Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- Tab A – Proposal Checklist (*this page*)..... _____
- Tab B – Proposal Cover Page (*signed by Authorized Signatory*)..... _____
- Tab C – Company Profile/ Experience..... _____
- Tab D – Acknowledgements _____
- Tab E – Scope of Services..... _____
- Tab F – References..... _____

Tab G – Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, “Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____
Attachment 9	_____	_____
Attachment 10	_____	_____
Attachment 11	_____	_____
Attachment 12	_____	_____
Attachment 13	_____	_____
Attachment 14	_____	_____
Attachment 15	_____	_____
Attachment 16	_____	_____
Attachment 17	_____	_____
Attachment 18	_____	_____
Attachment 19	_____	_____
Attachment 20	_____	_____

Cost and Financials

Please provide Tabs H and I in a clearly marked, *sealed envelope*. These items should only be included in the Original Proposal.

- Tab H – Cost/Budget Narrative
- Tab I – Financial Statement

Tab B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the company on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:
WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of Executive Office is soliciting proposals from qualified firms to provide:

Community Choice Aggregation Consulting and Implementation Services

PROPOSALS MUST BE DELIVERED TO:
County of Riverside – Purchasing and Fleet Services
Attn: Bidder Proposal #EOARC-
2980 Washington Street
Riverside, CA 92504

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Contractor Website:

Name: Title:

Signature: Date:

Email:

Please Check Veteran Local Preference

Tab C Company Profile/ Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER'S RESPONSE:

2. Proof of non-profit status, if applicable

BIDDER'S RESPONSE:

3. Company overview of services or activities performed, including:

- a. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- b. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services
- c. Company size - number of staff
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office

BIDDER'S RESPONSE:

- a)
- b)
- c)
- d)

4. Provide your company's mission statement.

BIDDER'S RESPONSE:

5. Please indicate whether the bidder holds controlling or other interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

6. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

7. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

BIDDER'S RESPONSE:

8. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

BIDDER'S RESPONSE:

9. **Credentials/Resumes/Certifications/Licenses**

This section shall state all employees/subcontractors responsible for administering or providing services. Bidder shall specifically provide the following information on all employees to be providing services related to this RFP:

- a. Position Title
- b. Responsibilities
- c. Qualifications/Experiences
- d. Certifications/licenses, if applicable
- e. Any other information, which will assist in evaluating qualifications.

BIDDER'S RESPONSE:

- a.
- b.
- c.
- d.
- e.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab D Acknowledgements

1. **Clarifications, Exceptions, or Deviations**

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exceptions, or deviation must be clearly identified. If your firm has no clarification, exceptions, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A (which is located in the Terms and Conditions Document) and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Confidentiality
- Subcontractors
- Reporting Requirements

Do you have any other exceptions/deviations? If so, please provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization
hereby certify that _____ by submission of this proposal in response to the
Name of Organization
Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab E Scope of Services

This RFP has a space provided under each question the County has of the Bidder. This RFP is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

The awarded bidder shall:

E.1 Develop an implementation plan for County detailing the process and consequences of aggregation. The implementation plan shall be prepared so as to be considered and adopted at a duly noticed public hearing. The implementation plan shall contain all of the following:

- (A) An organizational structure of the program, its operations, financial structure and its funding.
- (B) Rate design and other costs to participants.
- (C) Provisions for disclosure and due process in setting rates and allocating costs among participants.
- (D) The methods for entering and terminating agreements with other entities.
- (E) The rights and responsibilities of program participants, including, but not limited to, consumer protection procedures, credit issues, and shutoff procedures.
- (F) Termination of the program.
- (G) A description of the third parties that will be supplying electricity under the program, including, but not limited to, information about financial, technical, and operational capabilities.

BIDDER'S RESPONSE: *In this area E.1, acknowledge you have read the above statement, and are familiar with these requirements. You may address further details in your response to E.3 below.*

- E.2** Shall prepare a statement of intent with the implementation plan that shall provide for the following:
- (A) Universal access.
 - (B) Reliability.
 - (C) Equitable treatment of all classes of customer.
 - (D) Any requirements established by state law or by the commission concerning aggregated service, including rules adopted by the commission pursuant to paragraph (3) of subdivision (b) of Section 8341 for the application of greenhouse gases emission performance standard to community choice aggregators.

BIDDER'S RESPONSE: *In this area E.2, acknowledge you have read the above statement, and are familiar with these requirements. You may address further details in your response to E.3 below.*

E.3 Qualifications

- A. Provide a description of the organization's experience with Community Choice Aggregation. The description should highlight successes in achieving approval of aggregation plans, brokering contracts for competitive electricity supply rates, and implementing effective public education and outreach plans. If Respondent has not implemented a Community Choice Aggregation program, then it must demonstrate experience with both electricity procurement and community outreach/education.
- B. Briefly describe organization's understanding of the aggregation regulations in California, including precedents established or rulings by the Department of Public Utilities that shape how plans may be structured or what features may be included. This would include ability for municipalities to implement ladder or hedged contracts, termination and re-activation of programs, etc.
- C. Provide a list of all clients to whom the organization has provided similar services in the past five years or to whom it is currently providing similar services. The preference is for clients for which the Respondent has successfully completed the aggregation, which will be defined as having achieved:
 - 1. Approval of aggregation plan by the appropriate regulatory authority; and
 - 2. Procurement of an energy supply for the municipality (i.e. municipality has contracted with a supplier)

BIDDER'S RESPONSE: *In this area E.3, acknowledge you have read the statement above and will provide detailed response in this section, including all sub-points A-C.*

Tab F References

References

All bidder(s) must include present and past performance information with a minimum of three (3) reference letters of recent similar projects. References cannot include Riverside County Elected Officials, Department Directors, or Executive Office staff as a reference. However, references can include other county agencies that are not participating in this RFP. Please verify that all reference information is correct.

Reference Letter Information	
Company name:	Reference Letter Information
Address:	Reference Letter Information
Contact person:	Reference Letter Information
Email address:	Reference Letter Information
Telephone address:	Reference Letter Information
Project name:	Reference Letter Information
Dates worked performed:	Reference Letter Information
Summary of scope of services:	Reference Letter Information
Project cost:	Reference Letter Information

1. Provide a list detailing contracts that your company has been awarded during the last three years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Tab G Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the RFP, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab D Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

BIDDER’S RESPONSE: Located in “Attachment 2”

Please provide one copy of Tabs H and Tab I in a clearly marked, sealed envelope. These items should be in the original binder only and not in the copies.

Tab H Cost Proposal

In this section, please complete and include the Cost Proposal Sheet **place in a sealed envelope, and include only in the Original Proposal (Do Not provide in the copies of your bid submission)**. Cost Proposals will be opened after the evaluation of the proposals has been completed. The County reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs and charges to County as part of this service/project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses. Expenses not included in the Line Item Budget would not be considered for inclusion in a contract. Bidders may also include any other documents or information to further explain the proposed costs.

All Inclusive Fee for Implementation Services \$ _____

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization
hereby certify that _____ by submission of this proposal in response to the
Name of Organization
Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab I Financial Statement

Please place financials in a separate envelope and mark "Financial Statement - Confidential" if Bidder's company requires this to be kept confidential. The financial documents should be in the original binder only and not in the proposal copies. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed envelope and marked "Confidential.")

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Attachment B
Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

"Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction where the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction: _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Signature of Company Official _____ Date _____

Print Name, Title _____

Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County

Attachment C

Veteran Business and Veteran Qualified Business Affidavit

The County of Riverside Veteran Business and Veteran Qualified Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Veteran Business and Veteran Qualified Business

A **Veteran Business** shall mean a business that is at least fifty-one percent (51%) owned by one or more veterans.

A **Veteran Qualified Business** shall mean a business which can provide proof of their workforce containing no less than ten percent (10%) veterans.

Veterans as used with reference to this Business Preference means a person who has served or is currently serving in the U. S. armed services, reserves or active, and is serving honorably or has been honorably discharged.

Additional supporting documentation that may be requested by the County to verify qualification includes:

Please check the category you are applying for:

€ Veteran Business:

Company must be registered with Vet Biz at [www.vetbiz.gov/cve completed s.jpg](http://www.vetbiz.gov/cve_completed_s.jpg): This site provides verification information about Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and Veteran-Owned Small Businesses (VOSBs). Companies who want to participate in the County's Veterans Preference Program must be listed in this database in order to be eligible for veteran preferences.
Company must submit DUNS # for website verification.

€ Veteran Qualified Business:

Company must submit payroll records that demonstrate that 10% of your workforce is comprised of veterans. DD214 Forms must be submitted for all employees claiming veteran status.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Total Number of Company Employees (where applicable): _____ Total Number of Veteran Employees: _____
DUNS # (where applicable): _____

Hours of Operation: _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County.

REQUEST FOR PROPOSAL # EOARC-

Community Choice Aggregation Consulting and Implementation Services

TERMS AND CONDITIONS DOCUMENT



By:
Walter Mack, Sr. Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
(951) 955-9290
Email: wmack@co.riverside.ca.us
NIGP Code(s):

This RFP is available at the following links:
www.purchasing.co.riverside.ca.us and www.publicpurchase.com

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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INSTRUCTIONS TO BIDDERS

1. **Vendor Registration** – Vendor Registration is a two-step process vendor registration; first step is to register your company on the County's website to receive purchase orders and payments, and the second step is a 3rd party website, Public Purchase, for bidding opportunities
2. **First Step- County of Riverside Purchasing website** - Unless stated elsewhere in this document, vendors may participate in the bidding process; however, the County does encourage all bidders to register online at <http://www.purchasing.co.riverside.ca.us/Vendorsregistrationmaintenance.aspx>. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
3. **Second Step-Public Purchase** - Public Purchase is a third party web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free. For future bidding, opportunities please also register online at: <https://www.publicpurchase.com/gems/register/vendor/register>. For all RFQ's Riverside County's Purchasing website will post a notification on its website, and will provide a direct link to PublicPurchase.com.
4. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
5. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
6. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or emailed.
7. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date, and prior to an award being made.
8. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
9. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
10. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most

advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.

11. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 PM Pacific Time on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions. If the bidder cannot upload the bid response, delivery of the bid response is accepted at Purchasing and Fleet Services, 2980 Washington St., Riverside, CA 92504, on or before 1:30 PM PT.
12. **Local Preference** - The County of Riverside has adopted a local preference program for those businesses located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non local vendor, the low local vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to meet the overall low bidder's price and will receive the award. To qualify as a local business, the business must meet all criteria delineated in the Local Preference Affidavit 116-260 and submit the form with their bid. If Bidder fails to provide a completed Local Business Qualification Affidavit form 116-260 with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Application of this local preference may be waived if funding sources disallow it.

or
13. **Veterans Incentive Purchasing Program** – The County of Riverside has implemented a Veteran Business and Veteran Qualified Business preference policy. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from veteran owned business or veteran qualified business. A veteran business is one where at least 51% of the business is owned by an honorably discharged veteran. A veteran qualified business is one where at least 10% their workforce is honorably discharged veterans. If Bidder fails to provide a completed Veteran Qualified Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining the preference and it is the sole responsibility of the Bidder to identify the preference with each bid submittal. To qualify bidders must complete the Veteran Business/Veteran Qualified Affidavit, Form 116-261. This preference does not apply to all types of bids such as public works projects and some grant funded programs.
14. **Federal Exclusion List**- if federally or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

Terms and Conditions Acknowledgement (Vendor Company Name):			
IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ			
√ APPENDIX "A"	EXHIBIT(S)	PLANS/DRAWINGS	
√#116-260 Local Business Qualification Affidavit		√#116-261 Veterans Business Qualification Affidavit	
IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN			
√ #116-200	General Conditions Product/Personal/Professional Services	#116-210	General Conditions Materials and/or Services
#116-230	General Conditions – Equipment	√ #116-310	Boilerplate Contract

To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor link. If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

1.0 TIMELINE/IMPORTANT DATES

TIMELINE	DATES
1.1 RELEASE OF REQUEST FOR PROPOSAL	day, month, 201X
1.2 DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at www.publicpurchase.com All questions submitted are located within the RFP are located on www.publicpurchase.com	Must be received in writing by: (Insert day, month, year, what time) at www.publicpurchase.com
1.3 DEADLINE FOR PROPOSALS ALL PROPOSALS MUST BE DELIVERED TO: County of Riverside Purchasing and Fleet Services 2980 Washington Street Riverside, CA 92504 RFP # EOARC-	On or before day, month, 201X Time: <u>1:30 pm Pacific Time</u>
1.4 TENTATIVE DATE FOR AWARDED RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 01/31/2017	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: www.publicpurchase.com or www.Purchasing.co.riverside.ca.us

1.5 Inquiries: All inquiries must be submitted to the Procurement Contract Specialist/Buyer in writing on or before the last day for questions. Please refer to “Section 1.0 Timeline/Dates” for the particular date. Inquiries must reference the section number and title from the RFP. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidders questions will be posted online at www.publicpurchase.com.

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this RFP is for two years, effective upon signature of an Agreement by both parties, unless terminated earlier. Any annual renewal shall be based on mutually acceptable services, cost adjustments, and County requirements and there is no obligation by the County of Riverside to purchase any specified amount of goods or services.

3.0 DEFINITIONS

- 3.1 “Addendum” refers to an amendment or modification to the RFP (Request for Proposals).
- 3.2 “Bid” refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period.
- 3.3 “Bidder” refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 3.4 “Board of Supervisors” refers to the County of Riverside’s Board of Supervisors.
- 3.5 “Contractor” refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, and Bidder are used interchangeably.
- 3.6 “County” refers the County of Riverside and its Department of Auditor Controller . For purposes of this RFP, Auditor Controller and County are used interchangeably.
- 3.7 “RFP” refers to Request for Proposal.
- 3.8 “MQs” shall mean minimum qualifications

4.0 EVALUATION PROCESS

4.1 Proposals will be evaluated based on criteria determined to be appropriate by the County, which may include, but is not necessarily limited to the following:

- a) Responses to Attachment "A" EOARC- Bidder Proposal Response
- b) Bidder's experience, ability, technical capability and project methodology.
- c) Overall cost to the County.
- d) References with demonstrated success with similar work to the Scope of Service. (Pass/Fail)
- e) Financial status. (Pass/Fail)
- f) Clarification, Exceptions or Deviations. (Pass/Fail)
- g) Credential/Resumes/Licenses/Certifications. (Pass/Fail)
- h) Any other factors the County determines to be appropriate.

4.2 All proposals will be given thorough review. All contacts during the bidding process and review selection phase must contact the Riverside County Purchasing Department Procurement Contract Specialist/Buyer. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.

4.3 All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

5.0 GENERAL PROPOSAL SUBMITTAL

- 5.1 All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page Tab B with a certification of intent to meet the requirements specified.
- 5.2 The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 5.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 5.4 Any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- 5.5 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 5.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 5.7 Faxed or emailed proposals will not be accepted.
- 5.8 All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal. RFP # EOARC- "
- 5.9 One (1) original and three additional copies each in a 3-ring binder for ease of opening by evaluators should be submitted . Vendors shall submit one (1) (Microsoft Word or PDF document formatted on a virus free CD) inside the **original binder** only.
- 5.10 Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- 5.11 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – I, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.
- 5.12 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 5.13 All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

6.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation of proposals, which requires bid submission in response to the solicitation process, become the exclusive property of the County. Upon submission of a bidder's proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to disclose any confidential/proprietary/trade secret information, County will within two (2) business days, provide Vendor with written notice of the applicable order, subpoena or law so that Bidder may seek a protective order or other appropriate remedy. If such notice is not permissible under the law, subpoena or court order, compliance with such law, subpoena or court order and related disclosure of the confidential, proprietary or trade secret information shall not subject County to any liability to Vendor.. The Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language. If a Contractor's proposal is accepted and an agreement is made with the County, then the Contractor will be required to sign the most current HIPAA Business Associate Addendum (if applicable). If the County revises the HIPAA Associate Addendum, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

7.0 INTERPRETATION OF RFP

The Vendor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Vendor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and www.publicpurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this solicitation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and www.publicpurchase.com.

8.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Vendor. A sample of the standard County contract to be used in negotiations for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranked Vendor shall commence.

9.0 CANCELLATION OR MODIFICATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Vendor; otherwise, the Vendor agrees that all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- ✓ Inadequate, ambiguous, or otherwise deficient specifications.
- ✓ The services are no longer required.
- ✓ Proposals received are at an unreasonable cost.
- ✓ Proposal did not arrive in open competition, were collusive, or not submitted in good faith.
- ✓ The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

10.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Second Tuesday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday, the Monday following such date when such date falls on a Sunday.

**EXHIBIT A
SAMPLE AGREEMENT**

PROFESSIONAL or PERSONAL SERVICE AGREEMENT

for

(INSERT NAME OF PROGRAM)

between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)



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This Agreement, made and entered into this ____ day of _____, 201X, by and between (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, Payment Provisions, consisting of (INSERT # OF PAGES) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of (INSERT # OF PAGES) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through (INSERT DATE), unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or

products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. CONTRACTOR to reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the

CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical

handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

(INSERT DEPARTMENT NAME)

(INSERT ADDRESS)

CONTRACTOR

(INSERT CONTRACTOR NAME)

(INSERT ADDRESS)

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of

Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate

such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

CONTRACTOR:

(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

Signature: _____

Signature: _____

Print Name: (YOUR NAME HERE)

Print Name: (CONTRACTOR NAME HERE)

Title: (INSERT TITLE)

Title: (INSERT TITLE)