

**REQUEST FOR PROPOSAL # DEARC- 007
POINT-OF-SALE AND E-TICKET SERVICES FOR THE
RIVERSIDE COUNTY FAIR & NATIONAL DATE FESTIVAL**



By:
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**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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***The Cost Proposal sheets are Excel attachments in the RFP email sent to all bidders.**

INSTRUCTIONS TO BIDDERS

Visit our Websites: www.rivcoeda.org; www.datefest.org

Telephone: (951) 955-6685

1. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at www.Purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County's database.
2. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
3. 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.
4. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
5. 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.
6. 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.
7. 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.
8. 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, as listed below, are attachments to the RFP email and are sent to all bidders.
9. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **Riverside County EDA, Attention: FAIR RFP#DEARC-007, 3133 Mission Inn Avenue, Riverside, CA 92507 by 4:00 p.m. on Thursday, August 17, 2017.** Bid responses not received by the County EDA by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
10. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
11. 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.
12. Disabled Veteran Business Enterprise Preference – 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.

| |
|--|
| Terms and Conditions Acknowledgement (Vendor Company Name): |
|--|

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFP
The checked items below are included in the RFP email as attachments and are sent to all bidders

| | | | |
|--|--|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT (A, B) | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 | Special Conditions/Response | <input type="checkbox"/> 116-130 | Equipment Information Sheet |
| <input checked="" type="checkbox"/> #116-260 | Local Business Qualification Affidavit | <input checked="" type="checkbox"/> 116-311 | Boilerplate Agreement |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE
AND LIKE EFFECT AS IF SET FORTH HEREIN**

| | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> #116-200 | General Conditions - Product/Personal/Professional Services | <input checked="" type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input checked="" type="checkbox"/> #116-230 | General Conditions - Equipment | <input type="checkbox"/> #116-220 | General Conditions - Public Works |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service | | |

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 EDA website @ www.rivcoeda.org.

Proposal Cover Page

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 Economic Development Agency (EDA) on behalf of the Riverside County Fair and National Date Festival is soliciting proposals from qualified organizations to provide:

Point-of-Sale and E-Ticket Services as detailed in Appendix A.

There are No bidders meetings to be held.

PROPOSALS MUST BE DELIVERED TO:

County of Riverside Economic Development Agency (EDA)
Attention: FAIR RFP# DEARC-007
Contacts: Mary Wilson & Esmeralda Oviedo
3133 Mission Inn Avenue
Riverside, CA 92507

BID CLOSING DATE: August 17, 2017 no later than 4:00 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

After the close of this RFP, the award will be announced within 10-60 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the EDA website @ www.rivcoeda.org

"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:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # () FAX # ()

Vendor Website:

Name: Title:

Signature: Date: Email:

Please Check ___ Disabled Veteran or ___ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal

**APPENDIX A
SCOPE OF SERVICES**

1.0 DEFINITIONS

Wherever these words occur in this RFP, they shall have the following meaning:

- A. “RFP” refers to Request for Proposal.
- B. “Addendum” refers to an amendment or modification to the RFP (Request for Proposals).
- C. “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 of time.
- D. “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.
- E. “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 and Bidder are used interchangeably.
- F. “MQs” shall mean minimum qualifications.
- G. “COUNTY” refers the County of Riverside and its Economic Development Agency (EDA). For purposes of this RFP, EDA and County are used interchangeably.
- H. “Board of Supervisors” refers to the County of Riverside’s Board of Supervisors.

2.0 PURPOSE/BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit qualified bidders for point-of-sale ticket system software and E- tickets services to be used by the Riverside County Fair & National Date Festival located at 82-503 Hwy 111, Indio, CA 92201. The bidders shall furnish all labor, material, equipment and any other services necessary for the complete ticketing systems and training as described in Section 3.0, Scope of Services. **The sole purpose and intent of this RFP is to procure a comprehensive Ticket System, including online Point-of-Sale (POS) software with online E-ticket internet based sales capability, and scanner equipment. EDA will provide computers, Boca printers, and credit card swipers for the system. The contract will be awarded for Fair 2018 with an “option to renew” the contract for two one-year periods for the 2019 Fair and 2020 Fair.**

Complete cooperation between the bidder(s) and the COUNTY will be necessary to expedite the implementation of these styles of ticketing systems and training with the least amount of interference or delay. No portion of the work shall begin without the bidder giving notice and obtaining approval from the COUNTY.

3.0 SCOPE OF SERVICE

Information regarding the Fair can be found at www.datefest.org.

3.1 POINT-OF-SALE

- 3.11 Provide online Point-of-Sale (POS) System software, payment gateway and merchant services, to be used with computer equipment provided by EDA to create a complete POS System.

Each POS system-will include the following:

PROVIDED BY EDA: 1 Windows 7 computer, 1 keyboard, 1 mouse, 1 credit card swiper, and 1 Lemur Boca Printer, and 1 Boca Thermal Ticket paper

PROVIDED BY BIDDER: POS Software:

19 COMPLETE SYSTEMS WILL BE USED AS FOLLOWS:

1. 8 POS systems for North Gate 1 Admissions
2. 8 POS systems for South Gate 6 Admissions
3. 1 POS system with keyboard to stay in Ticket Office area as a master system
4. 2 POS Systems to be kept as emergency back ups

Note: Credit Card Reader is to be included with equipment so all credit card payments are received by contractor and payment remitted per requested timelines to Riverside County FAIR.

Note: EDA will provide Lemur Boca thermal ticket printers for POS systems:

1. Capability to print approximately **130,000** tickets.
2. Boca thermal printer prints hard tickets on thick quality paper stock which can be easily scanned.
3. 1-D Barcoding will be printed on paper tickets from POS.

Note: **Paper stock will be supplied by the vendor awarded the bid on Printed Tickets. Size: 5.5x2 ticket no perforation with Fan fold will be used to print POS tickets on a Boca printer.**

3.12 REQUESTED TIMELINE

4 POS Systems will be used from: **2018: February 5, 2018 –February 26, 2018**
2019: February 4, 2019 –February 25, 2019
2020: February 3, 2020 –February 24, 2020

2. **15 POS systems** will be used from: **2018: February 16, 2018 –February 26, 2018**
2019: February 15, 2019 –February 25, 2019
2020: February 14, 2020 –February 24, 2020

3.13 ONSITE DEMONSTRATION (may be required but only if needed)

1. Preferably, provide a live demonstration of the POS software system using EDA equipment at our Riverside office by **September 7, 2017.**
2. Alternatively, provide a live web camera demonstration of the POS equipment and ticket sales system for our Riverside office by **August 31, 2017.**

3.2 E-TICKET INTERNET SALES

- 3.21 Provide E-Ticket Website to be accessible by **November 1, 2017**.
- 3.22 Provide individual admission tickets, individual carnival tickets, and “Family Fun Pack” package to include 2 adult tickets, 1 youth ticket, 2 carnival tickets, and 1 complimentary youth ticket. (This package should have a separate convenience fee and not consist of individual ticket fees.)
- 3.23 Revenue collections must be deposited to vendor’s merchant account
1. Remit to Riverside County Fair preferably 90% of all revenues within 10 working days after close of event.
 2. Remit 10% retention within 30 days after close of event.
 3. Set up Carnival as a separate event or ticket type for reporting.
- 3.24 **REQUESTED TIMELINE**
1. Advance ticket prices (to include Carnival sales) online from:
2018: November 1, 2017 –February 15, 2018 Midnight Pacific Standard Time
2019: November 1, 2018 –February 14, 2019 Midnight Pacific Standard Time
2020: November 1, 2020 –February 13, 2020 Midnight Pacific Standard Time
 2. Regular ticket prices (excluding Carnival sales) online from:
2018 February 16, 2018 –February 25, 2018 10:00PM Pacific Standard Time
2019 February 15, 2019 –February 24, 2019 10:00PM Pacific Standard Time
2020 February 14, 2020 –February 23, 2020 10:00PM Pacific Standard Time

3.3 SCANNERS

- 3.31 Provide **24** handheld scanners (6-8 additional scanners needed if device has non removable battery) to read bar-coded badges, POS tickets and E-Tickets. Scanners to be used between 9:00 a.m.-11:00 p.m. Pacific Standard Time.
1. 7 scanners located at North Gate 1 Admissions.
 2. 6 scanners located at South Gate 6 Admissions.
 3. 2 scanners: one each located at west Gate 4 Admissions and Gate 5A
 4. 2 scanners: one each located at East JLA Gate Admissions and inner Gate 9
 5. 6 scanners located at Carnival Office
 6. 1 scanner kept in Ticket Office as a back-up scanner
- 3.32 6 to 7 Battery chargers for Carnival Admin and Ticket Office to fully charge all 24 scanners.
- 3.33 8 Extra batteries that can be charged without the device for back-up
- 3.34 All scanners need to be IEEE 802.11n compatible. Wifi network is provided by EDA and on site staff is available if needed with networking issues
- 3.35 Scanner displays must be easily readable in bright sunlight and sound loud enough to hear in a large noisy crowd.

3.36 **REQUESTED TIMELINE**

1. **2 Scanners** will be used from: **2018: February 5, 2018 –February 25, 2018**
2019: February 4, 2019 –February 24, 2019
2020: February 3, 2020 –February 23, 2020
2. **22 Scanners** will be used from: **2018: February 16, 2018 –February 25, 2018**
2019: February 15, 2019 –February 24, 2019
2020: February 14, 2020 –February 23, 2020

Notes: **Scanners must read both 1D and 2D Barcodes.** Set Criteria to keep admission and carnival ticket readings separate dependent on scanner location.

1. Gate scanners should only read and check in admission tickets and badges.
2. Carnival scanners should only read and check in carnival tickets.
3. 2-D barcoding used on most pre-printed tickets except Advance Carnival ticket has 1-D barcodes

BAR CODES:

1. Provide 2-D barcoding, preferably, to be used by Riverside County Fair on staff/employee badges. Riverside County will make staff badges internally.

2. Barcodes need to have various scanning rules with some ticket types having multiple scans; some only scan once per day and others can be unlimited scans.

3.4 MARKETING

3.41 Provide any possible marketing opportunities available for E-tickets and POS printed tickets.

3.5 NETWORK CAPABILITIES

3.51 Ability to perform in a secured, wireless network environment using 802.11A, G and N protocols

3.52 Provides redundant backup of data offsite for Disaster Recovery purposes

3.53 Provides secured transaction processing over IPSec utilizing SSL and IP tunneling as appropriate

3.6 CUSTOMER SERVICE & TECHNICAL SUPPORT

3.61 Provide Set up Training for all POS systems, scanners, and reporting.

3.62 Provide written step-by-step instructions with screen shots & documentation.

3.63 Provide Reports for accounting and management information with ability to customize reports.

3.64 **Provide Onsite Technical Support for the 2018, 2019, and 2020 FAIR with one (1) dedicated staff during the required dates and times prior to and during the dates of the FAIR (see dates and times below). The dedicated staff (Project Manager, is required to be onsite or available offsite, nearby or at the hotel during the entire event. **The Project Manager should be the same individual for the entire duration of the Fair.** This individual is responsible for the overall management of the project timelines and the ticket system for training, production, reports, and scanner equipment set up and support. **Please Note: It is mandatory for the dedicated staff (Project Manager), to be onsite Fridays-Mondays.****

1. POS Systems throughout the FAIR with **Onsite** availability from:
 - 2018 - February 14, 2018 – February 26, 2018 see attached example “Exhibit “C.”
 - 2019 - February 13, 2019 – February 25, 2019 see attached example “Exhibit “C.”
 - 2020 - February 12, 2020– February 24, 2020 see attached example “Exhibit “C.”

 2. **E-Tickets** beginning November 1, 2017, November 1, 2018, and November 1, 2019 through February 15, 2018; February 14, 2019; and February 13, 2020 during the hours of 8:00AM – 5:00PM PST throughout the FAIR with **Onsite** availability from February 16, 2018- February 26, 2018; February 15-February 25, 2019; and February 14-February 24, 2020 see attached example “Exhibit “C.”

 3. **Scanners** throughout the FAIR with **Onsite** availability from February 14, 2018- February 26, 2018; February 13, 2019-February 25, 2019 and February 12, 2020- February 24, 2020 see attached example “Exhibit “C.”

 4. **Reporting systems** or any questions related to reports throughout the FAIR with **Onsite** availability from February 14, 2018-February 26, 2018; February 13, 2019-February 25, 2019 and February 12, 2020-February 24, 2020 see attached example “Exhibit “C.”
- 3.65 Provide overnight/same day shipment of replacement equipment if any equipment is not in working order.

3.7 CREDIT CARD FEES- Indicate the % or % range for fees for AMEX, Visa, MasterCard, & Discover.

3.8 SHIPPING FEES- Indicate if there are fees for shipping of equipment.

3.9 OTHER FEES- Indicate if there are any other fees to be charged which need to be disclosed. Vendor is responsible to disclose all fees at the time of the RFP.

4.0 WORK PRODUCT

4.1 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.

5.0 TIMELINE DATES:

| | |
|--|--|
| 1. RELEASE OF REQUEST FOR PROPOSAL | July 17, 2017 |
| 2. NO BIDDERS MEETING | N/A |
| 3. DEADLINE FOR SUBMISSION OF QUESTIONS Email all parties as follows: mwilson@rivco.org ; esoviedo@rivco.org Fax: 951-955-4828 | Must be in the form of an Email or Fax by 3:00 PM on or before: August 11, 2017. |
| 4. DEADLINE FOR PROPOSALS | August 17, 2017 by 4:00PM. |
| 5. TENTATIVE DATE FOR AWARDING RFP Approximately 10-60 days after the RFP closes. | The Bidders are responsible for checking the EDA website for notice of intent to award at: www.rivcoeda.org |

5.1 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to 5.0 Timeline for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of the contact listed on the cover page.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be for one year for the **2018 FAIR** with the completion date of May 2018 or 90 days after the close of the event to ensure final reports and final payments are completed. There is no obligation by the County of Riverside to purchase any specified amount of services.

In addition, there will be two (2) one-year “Option to Renew” opportunities for the 2019 FAIR and the 2020 FAIR for the awarded contractor.

7.0 PROPOSAL SUBMITTAL

All Bid proposals shall be signed by an authorized agent and placed in a sealed package clearly marked “Bidder Proposal” for DEARC-007. The submitted proposal shall be presented in notebook(s) -

Minimum Notebook requirement:

7.1 One (1) original in a 3-ring binder and (2) additional copies which can be either presented in a 3 ring binder or in a bound report with tabs to divide the various sections.

7.2 Binder capacity should be a minimum of 2” (two inches) to allow for ease of referencing various sections.

7.3 Faxed or emailed proposals will not be accepted.

ALL BIDS MUST BE SENT TO: County of Riverside
Economic Development Agency (EDA)
Attention: FAIR RFP# DEARC-007
Contacts: Mary Wilson & Esmeralda Oviedo
3133 Mission Inn Avenue
Riverside, CA 92507

Closing Date: Thursday, August 17, 2017 by 4:00PM

8.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

- 8.1. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a **Cover Page** with a certification of intent to meet the requirements specified.
- 8.2. The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 8.3. 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.
- 8.4. 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.
- 8.5. Modification of Proposals, 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 of August 17, 2017**.
- 8.6. 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.
- 8.7. 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 tabs , 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 acknowledged in the proposal.
- 8.8. **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.
- 8.9. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 8.10. 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.

9.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A.** Proposal Cover Page (Page 4 of this RFP)
- B.** Table of Contents
- C.** Corporate/Company/Agency Profile
- D.** Description of Services
- E. Cost Proposal Sheet**(must submit one cost proposal sheet for each Fair Year: 2018, 2019, & 2020)
- F.** Credentials/Resumes/Certifications/Licenses
- G.** References
- H.** Evidence of Insurability/ Business Licenses
- I.** Clarification/Exceptions/Deviations

Note: The only section above required to be submitted for each Fair Year Bid is “E. Cost Proposal Sheet” and must be in the Excel format provided as an attachment in the email RFP. All other sections will apply to the bids for all three years.

A. Proposal Cover Page

The Proposal Cover Page (page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization 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.

B. Table of Contents

This section shall include a comprehensive table of contents that identifies material by **Sections A –I** (in the order list above) and by sequential page numbers.

C. Corporate 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.);
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, include:
 - a. The history of the bidder’s firm- includes a brief history of the firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. Number of years experience providing the proposed, equivalent, or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
 - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
4. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated.

D. Description of services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the Scope of Services as detailed in the RFP, Appendix A, Section 3.0, Points 3.1 through 3.9, including:
 - a. Provide a work plan or description of how the work will be performed.
 - b. Give precise detail on your project reporting mechanisms. Include:
 - i. A complete description of how the interaction between the bidder's company and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the project.
 - ii. Time of work- Detail time frame and phases of the work
 - iii. Describe the bidder's company policies regarding this project to ensure proper compliance and quality assurance.
 - iv. Provide the bidder's company employee training.
 - v. Provide the bidder's company background checking procedures and company utilized.
 - c. Describe the bidder's technical capabilities for this service/project.
 - d. Indicate whether or not the bidder will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted.
 - e. Provide a sample invoice.

E. Cost Proposal

In this section, complete and include the Cost Proposal Sheet, attached as Exhibit A, for each year of the FAIR, 2018, 2019, and 2020. For each Cost Proposal sheet, it is required to use the Excel format provided and list the rental fee and per ticket fee if applicable and include a Total Cost amount for each section and a Grand Total Cost for each proposal submitted. A Sample Template is attached to the RFP email for your reference.

Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which include all of the bidders, project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

F. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

1. Description of education;
2. General experience;
3. Experience or education related to the RFP project;
4. Letters of reference if available;
5. Any other information, which will assist in evaluating qualifications;

G. References

All bidder(s) must include present and past performance information with a minimum of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or the requesting agency as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include:

1. Dates of work performed.
2. Current contact person, company, address, and email and telephone number for each reference identified.
3. Describe recent similar projects that are equivalent to the County FAIR event. These experiences must show the qualifications of the bidder's capabilities to complete the County's requirements. Provide a summary of the scope of services performed for these other projects.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

H. 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.

I. Clarification, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination
4. Ownership/Use of Contract Materials and Products(If applicable)
5. Disputes
6. Governing Law
7. Venue

10.0 EVALUATION CRITERIA

Proposals may be evaluated based on the criteria listed below, to include but not limited to:

1. Overall responsiveness and general understanding of the RFP requirements,
2. Bidder's experience, ability, and project methodology.
3. Overall cost to the County.
4. Credential/Resumes/Licenses/Certifications.
5. References with demonstrated success with similar work to the Scope of Services.
6. Clarification, Exceptions or Deviations.
7. Any other factors the County determines to be appropriate

11.0 EVALUATION PROCESS

All proposals will be given thorough review by an evaluation committee of County EDA employees who are directly involved with the Riverside County Fair and who have extensive experience with the operations of the annual Fair. All contacts during the review selection phase will be only through this committee. Attempts by the Contractor to contact any member of this committee directly or any other County representative may result in disqualification of the bidder. All evaluation material will be considered confidential and will not be released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

12.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor 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 County EDA website at www.rivcoeda.org.

The County is not responsible for any other explanations or interpretations. If 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. All notices regarding this procurement will be posted on the County EDA website at www.rivcoeda.org

13.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section.

14.0 CANCELLATION 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 Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award upon written request.

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:

1. Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
2. The services are no longer required.
3. Proposals received are at an unreasonable cost.
4. Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
5. 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 and all 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 as a result 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.

15.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation and 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 defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" 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.

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

16.0 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 11 |
| *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 proceeding 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
COST PROPOSAL SHEET

In the RFP email sent to all bidders, there is an EXCEL worksheet attached with 4 sheets.

The sheet tabs are labeled: Template for reference
2018 Fair
2019 Fair
2020 Fair

Please Note that all three Cost Proposal Sheets in Excel labeled 2018 Fair, 2019 Fair, and 2020 Fair MUST be completed, signed, and dated in order to be considered eligible and responsive for the award of the RFP #DEARC-007.

All Costs must be listed on these Excel Cost Proposal Sheets. Costs not listed on these excel proposal sheets will not be considered allowable costs for this RFP and will not be included in the contract with the selected vendor.

The contract will be submitted to the County Board of Supervisors for approval and awarded for the 2018 Fair with the “option to renew” the contract for two (2) one-year periods for the 2019 Fair and 2020 Fair.

EXHIBIT B

FAIR STATISTICS

Total Gate Attendance:(includes paid admission plus comps, credentials, and staff)

2017=250,146

2016=270,120

2015=276,161

2014=294,864

2013=282,335

Total Tickets Sold for 2017 Fair: 128,163

Commission Groups (advance only) 20,390 pre-printed hard tickets for admission & carnival

E-Tickets (advance & fairtime) 3,901 sold online includes carnival

Box Office POS (advance & fairtime): 103,872

Admission Price includes all grounds and grandstand entertainment, excluding Carnival rides & games. There is currently no charge for seating at the headliner concert stage.

The admission prices for single tickets range from \$11 to \$10 at fair time and \$9 to \$7 for advance purchase.

Season passes are \$30 and \$25 for advance. Carnival unlimited ride wristbands are \$25 and \$22 for advance.

EXHIBIT C

Example of Schedule

| 2018 Riverside County Fair POS System Fairtime Customer Support | | |
|--|-------------------------------|--------------------|
| Fair Dates | Schedule | Total Hours |
| Wednesday, February 14, 2018 | 9:00am-6:30pm | 9 |
| Thursday, February 15, 2018 | 9:00am-6:30pm | 9 |
| Friday, February 16, 2018 | 11:30 am-10:30pm | 10.5 |
| Saturday, February 17, 2018 | 9:30am-10:30pm | 12.5 |
| Sunday, February 18, 2018 | 9:30am-10:30pm | 12.5 |
| Monday, February 19, 2018 | 9:30am-10:30pm | 12.5 |
| Tuesday, February 20, 2018 | 12:00 P.M.-5:00pm | 4.5 |
| Wednesday, February 21, 2018 | 2:00pm-6:00pm | 4 |
| Thursday, February 22, 2018 | 2:00pm-6:00pm | 4 |
| Friday, February 23, 2018 | 2:00pm-10:30pm | 8 |
| Saturday, February 24, 2018 | 9:30am-10:30pm | 12.5 |
| Sunday, February 25, 2018 | 9:30am-9:30pm | 11.5 |
| Monday, February 26, 2018 | 9:00am-1:00pm(flexible) | 4 |
| | Total Number of Hours: | 114.5 |

EXHIBIT D
SAMPLE AGREEMENT

PROFESSIONAL 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.

(Depending on the type of service “HIPAA” may or may not apply)

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

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

CONTRACTOR

(INSERT DEPARTMENT NAME)

(INSERT CONTRACTOR NAME)

(INSERT ADDRESS)

(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)

Signature: _____

Print Name: (YOUR NAME HERE)

Title: (INSERT TITLE)

CONTRACTOR:

(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

Signature: _____

Print Name: (CONTRACTOR NAME HERE)

Title: (INSERT TITLE)

Exhibit A – Scope of Services (Insert Here)

Exhibit B – Payment Provisions (Insert Here)

Exhibit E
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 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

Exhibit F

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 in this policy 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: 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.