

**REQUEST FOR PROPOSAL # DAARC-009
ARMED SECURITY GUARD SERVICES
FOR THE DISTRICT ATTORNEY OFFICE**



By:
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INSTRUCTIONS TO BIDDERS

Buyer: Karen Leite, Email: kleite@rivcoda.org

Visit our Website: www.purchasing.co.riverside.ca.us

Telephone: (951) 955-5455

- I. 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.
 - II. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. 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.
 - III. 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.
 - IV. 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 non-responsive.
 - V. 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.
 - VI. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **District Attorney's Office, 3960 Orange Street, Riverside, CA 92501 by 1:30 p.m.** 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 closing date and time and the R.F.Q./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.
 - VII. 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 a 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.
 - VIII. Local Preference - The County of Riverside has adopted a local preference program for those bidders 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. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit
- Or
- IX. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by an non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

- #116-260 APPENDIX "A" EXHIBIT A, B, C, D
- #116-260 Local 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 #116-210 General Conditions Materials and/or Services
- #116-230 General Conditions - Equipment #116-220 General Conditions - Public Works
- #116-240 General Conditions - Personal/Professional Service

Please contact the Purchasing Department if you are unable to retrieve the required documents including applicable addendum(s).

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are encouraged to register (If not already registered) on the County of Riverside Purchasing website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside District Attorney's Office is soliciting proposals from qualified firms to provide Armed Security Guard Services as detailed in Appendix A.

There will be a Mandatory bidders meeting to be held on:

Date: September 7, 2011

Time: 9:00 a.m.

Location:

District Attorney's Office

3960 Orange Street

Riverside, CA 92501

BID CLOSING DATE: October 6, 2011 no later than 1:30 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

After close of this RFP, the award may be announced within 30- 120 days.

If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"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 _____

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.

APPENDIX A

1.0 PURPOSE/BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit companies for Armed Security Guard Services for the District Attorney. The Riverside County District Attorney (DA), as the public prosecutor of criminal cases, ensures that justice is done and that the rights of all are safeguarded. The district attorney works with every component of the criminal justice system and the entire community to protect the innocent, to convict and appropriately punish the guilty, and to protect the rights of victims and witnesses. Therefore, the need for one (1) armed and uniformed security guard is a necessity in order to conserve the confidentiality of our records and other properties, safety of our employees, and protection of the general public.

2.0 SCOPE OF SERVICE

- 2.1 The Contractor will be required to provide armed security guard, equipped with a cell phone, five days per week and including the hours listed below as noted in days and hours of operation.
- 2.2 One (1) security guard must maintain a fixed post at the desk in the lobby of the following location:

Riverside County District Attorney
3960 Orange Street
Riverside, CA 92501

- 2.3 Security guard will lawfully prevent unauthorized access to elevators and secure areas within the D.A. facilities.
- 2.4 Check visitors for required visitor badge.
- 2.5 Observe and report suspicious persons, packages, and activity in lobby area to the D.A. Investigators
- 2.6 Follow lawful directives of the D.A. Investigators.
- 2.7 Security guard may be called to operate video recorders (supplied by the D.A.), hand-held radios, cell phones, pagers, and other communication devices (supplied by the contractor).
- 2.8 Security guard will be required to work with the D.A. personnel, law enforcement personnel, and the public, in a positive, professional manner.
- 2.9 Job duties and assignments may change based on the needs of the D.A. Bureau of Investigators.
- 2.10 Security guard may be required to lock up premises and set security alarm and insure premises are secure.

2.11 Days And Hours Of Operation District Attorney:

- a). The security guard will work Monday - Friday – a pre-designated 8-hour daytime shift, and is required to be prompt.
- b). Guard will be given two (2) ten-minute breaks, one in the morning and one in the afternoon and a lunch break. The two (2) ten-minute breaks will be taken only when notification is given to D.A. Officer of the Day.
- c). Lunch break will be 1 hour
- d). Guard is not required to stay on premises while on lunch break.
- e). No holiday work is required.

<u>Days of Coverage</u>	<u>Hours of Coverage</u>
MTWThF (5 Days/Week)	A pre-designated 8 hour daytime shift

2.12 Minimum Requirements

- A.** The County desires a favorable image and considers it to be a major asset of a security service. Contractor's employee appearance, attitude, courtesy, job knowledge and training are influential in creating a favorable image. Security guards shall have normal concerns for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against themselves or other persons in the area.
- B.** It is required that the successful company be able to staff each assignment with the same personnel on a continuing basis until such time D.A. determines that, because of personnel problems, certain personnel may no longer be deemed necessary to work at the facility. The contractor shall be expected to schedule one (1) guard per shift and that no one guard on any one shift will work in excess of an eight-hour day.
- C.** Should there be a change in the County's requirements for security services, contractor will adjust the number of personnel when required. The County will endeavor to give contractor at least a 24-hour written or verbal notice whenever there is to be an increase or decrease in personnel. Any change in personnel shall not affect the quoted man-hour rate to be paid for the service provided.
- D.** In an effort to be able to respond effectively to any and all situations that may arise, the D.A. shall not possess direct supervisory authority over security guards while on duty, all directives will come from the security company. If any direction is given to a guard, it is only to be used to focus the security guard's attention to a particular situation or event and is not intended to replace or usurp the security company's employer/ employee relationship with each security guard.

2.13 Security Service

- A.** Company must be licensed by the State of California in order to perform Services as required.
- B.** Investigate the background and references of each security guard that would be assigned to the County and confirm each guard's past record of honest and law abiding behavior. Advise County of the results of these investigations as they relate to security guards that are or could be assigned to the County.
- C.** Copy of permanent (**not temporary**) Individual State Guard License.
- D.** Quality and experience of the security guard and the service provided will be a critical element of the contract. Membership in the American Society for industrial security will be considered desirable.
- E.** Selected security guards shall be adequately trained and experienced in the specific duties specified in Scope of Services and in addition, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, and be specifically trained for each piece of security equipment carried. Provide a copy of CPR/First Aid Training card for each security guard that will be assigned to the County.
- F.** The security company shall, at the company's expense, have all assigned guards complete an established company's training program, and shall make evidence of such training available upon request of the D.A.
- G.** The security company shall, at the company's expense, conduct unannounced drug screening of security guards assigned to this facility.

H. Upon notification of award of contract, the security company shall immediately provide to the COUNTY a list of prospective security guards and supervisors to be assigned in the fulfillment of the requirements of this request. That list shall include, at a minimum, the following information on each prospective security officer:

- Full legal name, and any aliases;
- Date of birth;
- CA driver's license number;
- Current address and telephone number (residence);
- One current color photograph (at least 2" X 3" full face front, head and shoulders only);
- Copy of permanent (not temporary) individual State Guard License for each prospective security specialist;
- Background's on all employees assigned to this project (Contractors Expense)

2.14 Security Guard

A. One armed guard is required at the D.A. facility to provide general security control during the days and hours stipulated.

B. At no time will guard leave his/her post except for scheduled breaks and lunch.

C. Security Company's logo must be identified on the uniform.

D. Wear clean, pressed, full uniform at all times while on duty. Security personnel are expected to maintain a clean and professional appearance. Security officer's personal appearance must be exemplary. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

E. Security guards will be required to have their own company issued safety gear.

F. Security guards must carry a cell phone at all times. Cell phone number shall be made available to D.A., for emergency response. No personal phone calls will be permitted, except in an emergency.

G. Guard is expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be focused on being alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking etc.) from the performance of their assigned duties.

H. Security guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.

I. A security log will be maintained and remain the property of the County. All routine and serious incidents will be logged and reported on a daily basis to designated County personnel.

2.15 Uniforms

Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working.

A. Paramilitary design :

1. Shirt with logo patch;
2. Tie;
3. Coordinated trousers;
4. Coordinated belt;
5. Cap with metal badge;
6. Uniform coat;
7. Security officer badge.

B. Blazer design:

1. Shirt with logo patch;
2. Tie;
3. Coordinated dress slacks;
4. Coordinated dress belt;
5. Two-button blazer;
6. Security officer badge.

2.16 Riverside County prohibits the use of arrest powers by security personnel. Security personnel powers of arrest are no greater than that of a private citizen. The security company shall assume full liability for any of their employees in the exercising of any police authority. When necessary, the proper police authority shall be summoned. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.

3.0 DEFINITIONS

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

- A. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- B. "Bid" shall mean 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.
- C. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- D. "Contractor" shall mean 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 Vendor are used interchangeably.
- E. "MQs" shall mean minimum qualifications.
- F. "COUNTY" shall mean the County of Riverside and its District Attorney (D.A.). For purposes of this RFP, D.A. and County are used interchangeably.
- G. "RFP" shall mean Request for Proposal.

4.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR PROPOSAL	August 23, 2011
2. DEADLINE FOR SUBMISSION OF QUESTIONS Email: kleite@rivcoda.org Fax: 951-955-5455	Must be in the form of an Email or Fax by the close of business 5:00 PM on: September 14, 2011
3. MANDATORY BIDDERS MEETING	September 7, 2011 9:00am
4. DEADLINE FOR PROPOSALS	October 6, 2011
5. TENTATIVE DATE FOR AWARDDING RFP	Approximately 30 to 120 days after the RFP closes. The County will

contact all respondents.

5.0 PERIOD OF PERFORMANCE

The period of Performance shall be for three (3) year(s), renewable in one-year increments, with the completion date of award month-2011, with no obligation by the County of Riverside to purchase any specified amount of services.

6.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s). **One (1) original and three (3) additional copies, each in a 3 ring binder, and one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive), shall be submitted. Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO: County of Riverside
District Attorney's Office
3960 Orange Street
Riverside, CA 92501
Attention: Karen Leite
RFP# DAARC-009

7.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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 October 6, 2011.
- 7.6. 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.

- 7.7. Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided, each section clearly titled, with tabs A-N, 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.
- 7.8. **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.
- 7.9. 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.

8.0 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
- F. Credentials/Resumes/Certifications
- G. Guard Licenses
- H. Background Checks
- I. Uniform Appearances
- J. Guard Training Plan
- K. References
- L. Evidence of Insurability/ Business Licenses
- M. Clarification, Exceptions or Deviations
- N. Financial Statement

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. The Proposal Cover Page shall be followed by a letter of introduction.

B. Table of Contents

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

C. Corporate/Company/Agency 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. Company overview of services, include a brief history of the firm including the number of years in business under the present business name, as well as prior business names and number of years experience providing the proposed, equivalent, or related services;
3. 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;
4. Company size - number of staff, proposed number of staff to provide services, and participant base;
5. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

D. Description of services

All proposals must include a detailed description of the services according Appendix A, Points 2.0-2.16, to be rendered, including:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP.
2. Provide a summary of recent similar Government contracts. These experiences must show the qualifications of the bidder's team capabilities to complete the County's requirements.
3. Provide your company's safety regulations, policy and procedures.
4. Describe your company's policy regarding this project to ensure proper compliance with all federal and state requirements.
5. Describe how your company sets up security checks and plans to ensure a safe environment for the county.
6. Describe how the interaction between your company and the County will take place to ensure that the work is performed and reported in an accurate and timely manner including your company's approach to resolving problems that may be encountered in the field.
7. Give precise detail on your project reporting mechanisms.
8. Provide a sample invoice.

E. Cost Proposal

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs 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

This section shall state the person(s) responsible for Area/District Manager in charge of the Armed Guard. Identify his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

G. Guard Licenses

Copies of the required security company licenses must be submitted in the proposal. Upon notification of an award, the CONTRACTOR must immediately provide to the COUNTY a list with a minimum of four (4) prospective security guards and supervisors to be assigned in the fulfillment of the requirements of this procurement for approval by the COUNTY.

The list shall include, at a minimum, the following information on each prospective security guard:

- ❖ Full legal name, and any aliases;
- ❖ Date of birth;
- ❖ California Drivers License number;
- ❖ Current address and telephone number (residence);
- ❖ One current color photograph (at least 2" x 3" full face front, head and shoulders only);
- ❖ Copy of permanent (not temporary) individual State Guard License for each prospective security guard;
- ❖ Copy of First Aid Training card;
- ❖ All employee health requirements as mandated by CAL-OSHA

H Background Checks

Provide thorough information on your company's background check policy. Including the company you utilize to perform the background checks. Upon award, Contractor must submit completed background checks, ranked in priority, of guards that will be performing under this contract. Background check requirements shall consist of, at the minimum, each guard having gone through the Live Scan fingerprinting process. In order to receive a permanent individual State Guard License, each security guard must have registered through the BSIS (Bureau of Security & Investigative Services). By registering with BSIS, each guard must have had their fingerprints electronically submitted to the DOJ (Department of Justice) and the FBI (Federal Bureau of Investigation) through a Live Scan system. The BSIS Website is: <http://www.dca.ca.gov/bsis/>. Copies of clearances or other results must be submitted to the County on an ongoing basis.

I. Uniformed Appearances

Bidders must submit a colored photo/picture of your company's guard uniform with the proposal.

J. Guard Training Plan

Bidders must submit information pertaining to the training programs in which their security personnel are required to attend. In addition, the Bidder shall incorporate the organization's training plan/schedule from date of contract through the end the contract.

K. References

All bidder(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include dates of work performed, current contact person, company, address, and email and telephone number for each reference identified. Please verify that all reference information is correct. References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

L. 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 vendor has ten (10) calendar days to produce the required insurance. 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. Copy of **current** business license.

M. 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

N. Financial Statement

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. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

9.0 COMPENSATION

The COUNTY will provide one underground parking space for the duration of this contract at no additional cost. The COUNTY shall pay the CONTRACTOR for services performed and compensation shall be paid 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 acceptable invoice within thirty (30) working days from the date of receipt of the invoice. It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR.

10.0 PRICE INCREASE/DECREASE

No price increases will be permitted during the first year of the agreement. All price decreases will automatically be extended to the COUNTY. The COUNTY requires proof of cost increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the CONTRACTOR's profit will not be allowed. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items – Los Angeles-Riverside- San Bernardino- Orange County Area, Security Guard services, and be subjected to satisfactory performance review by the using COUNTY agency and approved for budget funding by the County Board of Supervisors.

11.0 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 and ability.
3. Overall cost to the County.
4. References with demonstrated success with similar work to the Scope of Service and past performance.
5. Written security plan and backgrounds
6. Financial status
7. Clarification, Exceptions or Deviations
8. Credential/Resumes/Licenses/Certifications

The County reserves the right to withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

12.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the District Attorney. Attempts by the CONTRACTOR to contact any other County representative may result in disqualification of the CONTRACTOR. 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.

13.0 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. 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.

14.0 CONTRACTUAL DEVELOPMENT

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

15.0 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.

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 that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were 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 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 on 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.

16.0 CONFIDENTIALITY AND PROPRIETARY DATA

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.

17.0 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 selected CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of contract when required by the EDD.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. 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 contract. Failure to comply within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

18.0 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	February 12
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

Contractor shall enter hourly rates: Overtime or holiday pay will not be paid for any shift unless approved by the County. The shift will be no longer than eight hours per security guard, unless Contractor and County agree upon an alternative shift solution. The County requires only one (1) guard per shift, unless otherwise specified. **All prices must be firm for the duration of the contract.**

MONTHLY

Estimate monthly costs should include all costs for the work called for in Appendix A.

Estimated per month hours: 160
Per hour rate paid to the Guard: \$ _____
Contractor's profit: \$ _____
Overall Hourly rate: \$ _____
MONTHLY BID PRICE: \$ _____

CERTIFICATIONS

I, _____, a duly authorized agent of _____
Printed Name of Agent/Officer Name of Organization/Consortium

_____, hereby certify that _____,
Name of Organization/Consortium

by submission of this proposal in response to the Guard Service RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT B
CONFIDENTIALITY CLAUSE

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR/CONSULTANT, or between COUNTY and CONTRACTOR/CONSULTANT and any other party COUNTY requires CONTRACTOR/CONSULTANT'S officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

PROJECT NAME _____
CONTRACTOR NAME _____
CONTRACT NUMBER _____

Oath of Confidentiality

- a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.
- b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Printed: _____
Contractor/Employee Name

Signed: _____ Date: _____
Contractor/Employee Name

**EXHIBIT C
SAMPLE AGREEMENT**

PROFESSIONAL SERVICE AGREEMENT

for

(INSERT NAME OF PROGRAM)

Between

COUNTY OF RIVERSIDE

and

(INSERT COMPANY NAME)



This Agreement, made and entered into this ____ day of _____, 2007, 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").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a CONTRACTOR who is trained and experienced, and who is competent to perform the services required; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto 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 and Exhibit B, Payment Provision, consisting of (INSERT # OF PAGES) page, attached hereto and incorporated herein by this reference.

1.2 CONTRACTOR represents and maintains that it is skilled to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement. Contractor Is Not To Perform Services Outside Of The Contract.

2. Period of Performance

2.1 This Agreement shall be effective upon execution of this contract and continue in effect through (INSERT DATE), with the option to (INSERT # OF RENEWALS YEARS, IF APPROPRIATE), unless terminated as specified in Section 9 TERMINATION. CONTRACTOR shall commence performance of requested services upon notification and shall diligently perform such services.

2.2 It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 3 COMPENSATION.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provision, attached hereto and incorporated herein by this reference. 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.

3.2 Said compensation shall be paid 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.

3.3 No price increases will be permitted during the first year of the price agreement. All price decreases will automatically be extended to the COUNTY. The COUNTY requires bona fide proof of cost increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the contractor's profit will not be allowed. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subjected to satisfactory performance review by the using COUNTY agency and approved for budget funding by the County Board of Supervisors.

3.4 Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- ❖ 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; contract number (to be provided upon award); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- ❖ 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.

4. Assignment

CONTRACTOR shall not delegate or assign any interest in this agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of COUNTY.

5. Hold Harmless/Indemnification

5.1 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 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 whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. 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.

5.2 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.

5.3 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.

5.4 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.

5.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

6. Waiver Of Default

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 hereof. 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 hereof, or estopping COUNTY from enforcement hereof.

7. Availability Of Funding

The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

8. Inspection of Service

8.1 All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the COUNTY at all times during the term of the contract. The CONTRACTOR shall provide adequate cooperation to any inspector assigned by the COUNTY to permit him/her to determine the CONTRACTOR's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by the COUNTY shall be made in such a manner as to not unduly interfere with CONTRACTOR performance. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed 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 of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed.

8.2 In the event the CONTRACTOR fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, the COUNTY shall have the right to either: (A) have the services performed in conformity with the contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is directly related to the performance of such services. If COUNTY chooses alternative (1), the COUNTY may withhold such costs from any amounts still owed to CONTRACTOR under this or any other contractual agreements with COUNTY; or (2) terminate this contract for default as provided in the Termination Clause.

9. Termination

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

9.2 COUNTY may, upon five (5) days written notice, terminate this agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to COUNTY.

9.3 After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above, CONTRACTOR shall:

- a.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- b.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by COUNTY, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to COUNTY;

9.4 After termination pursuant to paragraph 9.1 or 9.2 above, COUNTY shall make payment for all services performed in accordance with this Agreement to the date of termination, according to the rates set forth in Exhibit B.

9.5 Notwithstanding any of the provisions of this Agreement, 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 duties hereunder; or if the Agreement is terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

9.6 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 under this Agreement.

10. Alteration

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

11. Independent Contractor

11.1 The CONTRACTOR is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, 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. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

11.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

12. Subcontract for Work or Services

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

13. Interest Of Contractor

The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

14. Conduct Of Contractor

14.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

14.2 The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

14.3 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTORS or subcontractors in advance of official announcement.

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

15. Disallowance

In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, 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 under any contract with the COUNTY.

16. Disputes

16.1 In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. If the parties are unable to resolve the dispute, the matter shall be submitted to the senior management of the parties.

16.2 The Parties agree to continue with performance of the Agreement during any such dispute period and resolution thereof.

17. Governing Law; Jurisdiction; Severability

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. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. 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.

18. Insurance

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.

18.1 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

18.2 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, 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 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. 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.

18.3 Vehicle Liability:

If vehicles or mobile equipment are 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 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.

18.4 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'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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 Country'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 to do so on its behalf 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); 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 required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, 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.

19. Licensing And Permits

19.1 Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTORS. All offerers and CONTRACTORS shall be licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

19.2 CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the COUNTY of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

20. Air, Water Pollution Control, Safety And Health

CONTRACTOR shall comply with all air pollution control; water pollution, Safety and Health Ordinances and statues, which apply to the work performed pursuant to this contract, including any requirements, specified in state government codes.

21. OSHA Regulations

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

22. Right To Acquire Equipment And Services

Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

23. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials or images in any form, including electronic, or other products created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to Section 3. of this contract shall be the sole property of the COUNTY and may be used for such purposes, including, but not limit to,

duplication and distribution, as the COUNTY determines. CONTRACTOR further agrees not to release or circulate in whole or part such materials or products without prior written authorization of the COUNTY.

24. Use By Political Entities

This agreement between the COUNTY and the CONTRACTOR for the COUNTY's requirements of select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR holding the COUNTY harmless. The COUNTY of Riverside may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities that avail themselves use of this agreement. The CONTRACTOR(s) shall report annually or as otherwise requested by the COUNTY, usage and total sales dollar amount information for each individual political entity, special district, and related non-profit entity utilizing COUNTY awards.

25. Contractor's Responsibility

25.1 It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon the CONTRACTOR'S representations about its skills, experience and knowledge to perform the CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.

25.2 It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

26. Conflict Of Interest

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

27. 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 Practices Act (commending with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.).

28. Assurances

CONTRACTOR will comply with the COUNTY policies and procedures where applicable. In the event that the policies and procedures promulgated by the COUNTY are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by the COUNTY will prevail.

29. 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 costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from the termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as requested by COUNTY.

30. Monitoring

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

31. Confidentiality

31.1 The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. 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 requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, 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 particular assigned to the individual, such as finger or voice print or a photograph.

32. Administration/Contract Liaison

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

33. 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 one day after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

CONTRACTOR
(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

34. Force Majeure

34.1 In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

34.2 In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

35. Mutual Cooperation

The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance of services for the COUNTY under this Agreement, including providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel. The COUNTY shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the CONTRACTOR.

36. EDD Reporting Requirements

36.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when required by the EDD.

36.2 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in 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 contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

36.3 If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under “Employment Development Department,” or you may access their Internet site at www.edd.ca.gov.

37. Entire Agreement

This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

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) _____

Dated: _____

Dated: _____

EXHIBIT A
SCOPE OF SERVICE

(INSERT SCOPE OF SERVICE)

EXHIBIT B
PAYMENT SCHEDULE

(INSERT PAYMENT SCHEDULE)

**EXHIBIT D
LOCAL PREFERENCE**

RFP #

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 business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and 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 in.
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

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