

**REQUEST FOR PROPOSAL (RFP)**  
**#FCARC-00079**

*Independent Debt Collection Agency*



By:  
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Riverside County Flood Control & Water Conservation District  
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NIGP Code: 94633

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

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**INSTRUCTIONS TO BIDDERS**

Visit our Website: [www.rcflood.org](http://www.rcflood.org)

Telephone: (951) 955-4358

- I. Vendor Registration – Unless stated elsewhere in this document, Vendor must register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us) with all current Vendor information, to be registered on the County's database.
  - II. 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.
  - III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping 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.
  - IV. 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.
  - V. 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.
  - VI. 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.
  - VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
  - VIII. Return of Bid/Closing Date/Return to - the bid response shall be delivered to **1995 Market Street, Riverside, CA 92501 by Wednesday, 07/03/13 @ 1:30 p.m.** on the closing date listed above. Bid responses not received by District 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 District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
  - IX. 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.
  - X. 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. Application of this local preference may be waived if funding sources disallow it.
- Or
- XI. 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 a 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](http://www.purchasing.co.riverside.ca.us) to access these terms and conditions

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

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

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

**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](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

Riverside County Flood Control and Water Conservation District is soliciting proposals from qualified organizations for Independent Debt Collection Agency, as detailed in Appendix A.

**BID CLOSING DATE:** 07/03/2013 no later than 1:30 p.m.  
**NO FAXED PROPOSALS WILL BE ACCEPTED**

**After close of this RFP, the award may be announced within 5 - 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 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: \_\_\_\_\_ 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

### 1.0 DEFINITIONS

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

- A. "RFP" shall mean Request for Proposal.
- B. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- C. "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.
- D. "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.
- E. "Bidder" 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, Consultant and Bidder are used interchangeably.
- F. "MQs" shall mean minimum qualifications.
- G. "County" shall mean the County of Riverside and as applicable, Riverside County Flood Control and Water Conservation District (District). For purposes of this RFP, District and County are used interchangeably.

### 2.0 PURPOSE/BACKGROUND

#### PURPOSE

It is the intent of Riverside County Flood Control and Water Conservation District, hereinafter referred to as "the District", to establish a contract with an independent debt collection agency for the purpose of collecting past due balances related to various business-type activities.

#### BACKGROUND

On March 26, 2013, the District Board approved the District's Fiscal Policy F1, *Accounts Receivable Management*. In accordance with its Fiscal Policy F1, *Accounts Receivable Management*, the District will refer collection accounts to an independent debt collection agency when the account total is more than \$1,000, is past due for more than 180 days, and District efforts have been exhausted. The collection accounts include, but are not limited to the following outstanding charges: plan check fees, encroachment permit fees, and construction inspection fees. The approximate amount presently owed to the District is \$1 million and is comprised of roughly 200 accounts. This amount is to be considered an estimated amount only. It is not to be construed as the minimum or maximum amount that the District will be obligated or limited to contract for with the awarded agency.

### 3.0 SCOPE OF SERVICE

The District proposes to enter into an agreement with an independent debt collection agency to undertake efforts to collect accounts that are greater than \$1,000 and that are past due for more than six (6) months once District efforts have been exhausted in accordance with the District's Fiscal Policy F1, *Accounts Receivable Management*. The services to be performed will include the following:

1. Collection of delinquent accounts sent to the independent debt collection agency by the Accounts Receivable section of the District via an electronic format (e.g., spreadsheet sent by e-mail).

2. Formally demand payment for each delinquent account in a non-threatening manner and/or seek a payment arrangement satisfactory to the District under which the delinquent account will be paid.
3. Collection of delinquent accounts shall be subject to all applicable Federal, State and local laws, and rules and regulations.
4. Prompt remittance of payments made on delinquent accounts to the District. Checks must be made payable to the Riverside County Flood Control and Water Conservation District and submitted to the District as follows:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
FINANCE DIVISION, ACCOUNTS RECEIVABLE  
1995 MARKET STREET  
RIVERSIDE, CA 92501

5. Maintain appropriate accounting records, including auditable financial records for a minimum of three (3) years. The successful debt collection agency must be prepared to devote substantial personnel time and resources to this undertaking to assure a major effort is made to collect on the delinquent accounts without undue delay.

The following requirements are the minimum specifications the District will require:

1. The awarded independent debt collection agency must have sufficient personnel and resources available to perform collection services on the delinquent accounts provided by the District in a timely manner without undue delay.
2. Personnel employed by the awarded independent debt collection agency and assigned to the District's account shall be competent, qualified and experienced to maximize collection payments on the delinquent accounts referred to the agency.
3. The awarded independent debt collection agency must have sufficient financial, technical and management resources available to perform the services outlined in the Scope of Services section of the agreement. Subcontracting any portion of the agreed upon services is not allowed.
4. Meet the insurance requirements prescribed in this document for the term of the agreement.
5. Provide proof of registrations and/or licenses required for a consumer and commercial independent debt collection agency in the State of California with the submission of the agency's proposal in response to this RFP.
6. Respond to all requests and inquiries made by the District and/or its customers, either written or verbal, in a courteous and timely manner not to exceed five (5) business days.
7. Provide the District with monthly aging reports reflecting the status of all accounts that are currently active and the agency's collection results.
8. Given reasonable notification, agree to allow free and open inspection by the District or its designee of the collection agency's facilities, equipment and records for the purpose of ensuring continuing compliance with the terms of the agreement and all applicable laws, rules and regulations.

9. Fees charged to the District by the independent debt collection agency shall be proposed as a percentage of gross collections on delinquent accounts actually collected. The independent debt collection agency's proposal should state how contingent fees will be paid. The District will not be responsible for fees on checks returned for non-sufficient funds.
10. Full or partial payment of delinquent accounts collected by the independent debt collection agency shall be remitted to the District by the fifteenth (15) day of each month for the previous month's activity. Each remittance shall include a statement for the commission fee due.
11. Each remittance shall be accompanied by a dated report which details each delinquent account collected that is included in the remittance, the name of the person from whom the payment amount is collected, the amount collected, the amount remitted, the unpaid balance of the delinquent account, and the account number or any other identifying number such as the past due invoice number paid.

**4.0 WORK PRODUCT**

All work papers prepared in connection with the contractual services will remain the property of the successful bidder. However, all reports rendered to the District are the exclusive property of the District and subject to its use and control.

**5.0 TIMELINE DATES:**

1. RELEASE OF REQUEST FOR PROPOSAL	Wednesday, 06/12/2013
2. DEADLINE FOR SUBMISSION OF QUESTIONS Email: <a href="mailto:annieortega@rcflood.org">annieortega@rcflood.org</a>  Questions must be submitted by email ONLY and by 5:00 p.m. of question deadline.	Friday , 06/21/2013
3. Districts response to Questions	Monday, 06/24/2013
4. DEADLINE FOR PROPOSALS	Wednesday, 07/03/2013 @ 1:30 p.m.
5. The Bidders are responsible for checking the District's website for notice of intent to award at: <a href="http://www.rcflood.org">www.rcflood.org</a>	TENTATIVE DATE FOR AWARDED RFP is approximately 5 to 60 days after the RFP closes.

- 5.1 **Inquiries:** Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number in the subject line of the email, to the attention of the Buyer conducting this RFP.

**6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for five (5) years, with each year renewable in one-year increments, with the completion date of 06/30/2018, with no obligation by the District to purchase any specified amount of services.

**7.0 PROPOSAL SUBMITTAL**

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal". The submitted proposal shall be prepared in a bound notebook(s).

**Minimum Notebook requirement:**

- 7.1 One (1) original and four (4) additional copies, each clearly marked on the outside of the proposal.
- 7.2 Financial statements should only be included in the binder marked "Original" (financial statements will be removed and submitted for review), then placed in a sealed envelope and marked "Confidential".
- 7.3 **Faxed or emailed proposals will not be accepted.**

**ALL BIDS MUST BE SENT TO:** Riverside County Flood Control  
and Water Conservation District  
Purchasing Department  
Attention: Annie Ortega, Buyer I  
**RFP# FCARC-00079 / Independent Accounts Receivable  
Debt Collection Agency**  
1995 Market Street  
Riverside, CA 92501

## **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 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 District reserves the right to waive, at its discretion, any irregularity, which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 8.4. The District 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 District 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.
- 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 (8½" x 11") sheets of white paper, single-sided or double-sided, each section clearly titled, with tabs A-J (see Section 9.0), 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.

## **9.0 REQUIRED FORMAT OF PROPOSALS**

Proposals must contain the following sections:

- A.** Executive Summary Letter, Proposal Cover Page (*Page 4 of RFP*), and all Addendums (*if any*)
- B.** Table of Contents
- C.** Corporate Profile
- D.** Project Team



- E. Technical Approach and Methodology
- F. Fee Schedule
- G. References
- H. Evidence of Insurability/ Business Licenses
- I. Financial Information
- J. Clarification/Exceptions/Deviations

**A. Executive Summary Letter, Proposal Cover Page, and all Addendums (if any)**

The Executive Summary Letter shall be a brief formal letter from Bidder that provides information regarding the firm and its ability to perform the requirements of this RFP. This letter must include the following information: Company name, address, contact person, telephone number, and email address.

The Proposal Cover Page (*Page 4 of this RFP*) must be signed by an authorized representative. Signature by an authorized representative of the firm on the proposal cover page shall constitute a warranty. The falsity of which shall entitle the District to pursue any remedy authorized by law, which shall include the right, at the option of the District, of declaring any contract made as a result thereof, to be void.

All Addendums to the proposal must be signed by an authorized representative and included in this section.

**B. Table of Contents**

This section shall include a comprehensive table of contents that identifies material by Sections A – J (in the order listed 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, including:
  - a. A brief history and description of the bidder's firm
  - b. The number of years in business under the present business name, as well as prior business names
  - c. Total number and location(s) of branches/outlet
  - d. A brief description of any company environmental initiatives, including any green products and certifications to be available through your company
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. Project Team**

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

Respondent shall provide the following information relevant to the Project Team that will be assigned to this project:

- Organizational chart and staffing plan identifying key personnel and related support staff (including subconsultants) that will perform and/or assist with the required services and

deliverables. Job classifications shall be defined for all key personnel and support staff.

- Listing with job titles and resumes of key personnel that will perform the requested services. Resumes shall highlight title, education, licenses (issue and expiration dates), similar project experience within last five (5) years, and other qualifications for the service described in this RFP.

**E. Technical Approach and Methodology**

Based on your firm's similar past experience provide a detailed work plan describing the approach and procedures that will be used to perform the requested Scope of Services. This work plan shall follow the format outlined in the Scope of Services. Respondent is encouraged to identify and recommend any improvements/enhancements for the proposed service, as well as highlight other issues Respondent deems prudent. Respondent is also encouraged to identify any unique or specialized approach they may take to perform any of the requested work and the benefits that may be realized by the client as a result of this approach.

**F. Fee Schedule**

In this section, please include your firm's Fee Schedule for all five (5) years of this service contract. Note any/all increases or decreases that can be expected each subsequent year. Bidders may also include any other documents as information to explain the proposed costs.

The Fee Schedule MUST be signed, printed and dated by an authorized agent of your firm.

**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. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include:

- Current contact person, company, address, email and telephone number for each reference identified.

Please verify that all reference information is correct.

**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 District 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.

The District shall request the actual insurance form when recommendation for award is made.

- General Liability = **\$1,000,000**
- Vehicle Liability = **\$1,000,000**
- If the Consultant has employees as defined by the State of California, the Consultant shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's 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.
- Professional Liability or Errors and Omissions = **\$1,000,000 per occurrence/\$2,000,000 annual aggregate**

**I. 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.

**J. 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 PROCESS**

All proposals will be given a thorough review. All contacts during the review selection phase will be only through the Purchasing Section. Attempts by the Bidder to contact any other District representative may result in disqualification of the Bidder. All evaluation material will be considered confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

**11.0 EVALUATION CRITERIA**

Proposals will be evaluated based on relevant factors, including but not limited to the following:

- 11.1 Proposals will first be reviewed on a Pass/Fail basis. Proposals with the following conditions may be rejected as non-responsive, if:
  - Proposal is post-marked after the deadline for this RFP.
- 11.2 If the Bidder has met the requirement noted above, then the following evaluation criteria will be used for the evaluation and selection of each Respondent. Each proposal will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below and as described in Section 9.0. The order of the listed criteria is not indicative of their priority, weight or importance:
  - Overall responsiveness and general understanding of the RFP requirements
  - Firm's experience and ability
  - Project Team
  - Technical Approach and Methodology
  - Fee Schedule
  - References
  - Financial Status
  - Clarification, Exceptions or Deviations
  - Business Outreach Program Compliance
- 11.3 After a Consultant has been selected by the District, the District and Consultant will negotiate a contract for submission to the Board of Supervisors for their consideration and possible approval.

11.4 The District 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 District.

## **12.0 INTERPRETATION OF RFP**

The Bidder must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Bidder 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 District. Any changes to the RFP will be made only by written addendum and may be posted on the District's website at [www.rcflood.org](http://www.rcflood.org). The District 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 may be posted on the District's website at [www.rcflood.org](http://www.rcflood.org). (Refer to Section 5.0 timeline.)

## **13.0 CONTRACTUAL DEVELOPMENT**

If a proposal is accepted, the District will enter into a contractual agreement with the selected Bidder. If an agreement cannot be reached, the Bidder will be excluded from the awarded Vendor short list.

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:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

## **14.0 CANCELLATION OF PROCUREMENT PROCESS**

District may cancel the procurement process at any time. All proposals become the property of the District. 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 Bidder; otherwise the Bidder 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 District determines that cancellation is in the best interest of the District 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, collusive, or were not submitted in good faith.
- The District determines, after analysis of the proposals, that its needs can be satisfied through a less expensive method.

The District 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 District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The District 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 District.

**15.0 CONFIDENTIALITY AND PROPRIETARY DATA**

Subsequent to the District's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. 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 District shall not in any way 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 District 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 proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the District 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.

**16.0 COUNTY OBSERVED HOLIDAYS**

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12 <sup>th</sup>
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup>
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25 <sup>th</sup>

**\* Note:**

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

**EXHIBIT A  
LOCAL PREFERENCE**

**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 six (6) months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the District 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 six (6) months, list previous location

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.**