



COUNTY OF SONOMA

ENTERPRISE POINT OF SALE SYSTEM

Request for Proposals (RFP)

Sonoma County Regional Parks Department
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403





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COUNTY OF SONOMA
ENTERPRISE POINT OF SALE SYSTEM
Request for Proposals (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposal for "Enterprise Point of Sale System."

Proposals must be received no later than 2:00 p.m. on May 31, 2013.

A. INTRODUCTION/PURPOSE

1. Project Background and Description

The Regional Parks Department has grown significantly over the years with minimal growth in the area of technology. Much of that expansion has taken place over the internet, with web based transactions and increased reporting needs. The department is using several disparate databases that no longer meet the needs for effective tracking or planning. To address this, the Regional Parks Department decided that a more efficient tool for managing and disseminating Park information was needed. The department will issue a Request for Proposals (RFP) to determine the type of tool(s) that are available off the shelf vs. what development would be needed (if any) for a robust tool that meets the department's needs.

2. Desired Goals/Objectives/Outcomes

The goal of this project is to acquire a tool that will support all of the department's sales, registrations, and reservation systems with effective tracking and reporting mechanisms.

B. STATEMENT OF REQUIREMENTS - SERVICES REQUIRED OF SUCCESSFUL PROPOSER

The project scope is described as a 'one-stop-shop' for managing all department programs and revenue, including:

1. Membership Program
 - a. Membership management feature
 - b. Track attendance figures and visitor demographics
 - c. Track revenue and expenses by membership types
 - d. Track membership, suspension, and expiration dates
 - e. Recurring billing options
 - f. Track guests, additional and daily entry fees, including integration with VenTek systems

- g. Capture and display member photos in membership management feature
 - h. Integrated universal ID cards and key fobs
 - i. Barcode, magnetic strip and biometric scanning options
 - j. Play greeting on member entry
 - k. Display member picture on select (or all) screens upon member entry
 - l. Track facility capacity during visit check-in
2. Financial Reporting
- a. Standard system reports with custom report builder option
 - b. Full range of finance reports
 - c. Print receipts and reports in PDF format
 - d. Print statistical reports directly to Excel or CSV files
 - e. Graphical output – graphs, pie charts, bar graphs, etc.
 - f. User-defined titles on all reports
 - g. Email any receipt or report
 - h. Preview any receipt or report on the screen before printing/emailing
 - i. Integration with County's new financial system, *PeopleSoft*
 - j. Integration with County's current camping reservation system, CAMAVA, if not replaced with new system
3. Program Registration
- a. Activity Registration (athletics, events, classes, etc.)
 - b. Customer Info (family and demographic information stored)
 - c. Courses/Activities (setup all activities listed in brochure and maintain rosters/wait lists)
 - d. Text messaging and email 'blast' capability
 - e. Cash Register/POS
 - f. Shopping Cart (all purchases, reservations and registrations can be combined into one shopping cart and purchased as one transaction)
 - g. Track all program enrollments
 - h. Manage rosters, waiting lists and waivers
 - i. Track income and expense by revenue distribution code or account
 - j. Transfer, cancellation and refund processing
 - k. Day Camp/Day Care Registration
 - l. Prerequisite enrollment option
 - m. Track class attendance and participant medical records
 - n. Installment billing, invoices and statements
 - o. Search for Program feature with keyword functionality
 - p. Enrollment conflict checking – age, grade, gender, existing registrations, prerequisites, valid pass, etc.
 - q. Multi-child/multi-class discount options
 - r. Customizable reports, including rosters, attendance worksheets, financials, demographics, statistics, etc.

- s. Integration with County's current camping reservation system, CAMAVA, if not replaced with new system

C. LOCAL PREFERENCE

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers.

More information about the County's purchasing policies can be found at: <http://www.sonoma-county.org/purchasing/selling.htm>

D. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<u>Date</u>	<u>Event</u>
April 8, 2013	Release Request for Proposals
April 22, 2013	Deadline for Proposer's Questions
May 6, 2013	County's Responses to Questions Due
May 31, 2013	Proposals Due
June 14, 2013	Proposals Evaluated by County
June 17 - 21, 2013	Presentations and/or Interviews Conducted (if applicable)
June 26, 2013	Notice of Intent to Award (subject to delay without notice to proposers)

<u>Date</u>	<u>Event</u>
August 6, 2013	Board of Supervisors Awards Contract (<i>subject to delay without notice to proposers</i>)

E. PRE-BID CONFERENCE

Section Omitted.

F. QUESTIONS

Proposers will be required to submit any additional questions in writing before the close of business April 22, 2013 in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders. Questions are best received and most quickly responded to when sent via e-mail directly to "gina.lehl@sonoma-county.org." Questions will not be accepted by phone.

G. CORRECTIONS AND ADDENDA

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the county interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the Regional Parks Department at 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403, if the proposer has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

H. PROPOSAL SUBMITTAL

1. Form: Proposers must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by May 1, 2013. Proposals must be enclosed in a sealed envelope or package and clearly marked “**ENTERPRISE POINT OF SALE SYSTEM.**” Proposals shall be submitted to:

Gina Lehl
Regional Parks Department
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
gina-lehl@sonoma-county.org

2. Due Date: Proposals must be received no later than 2:00 p.m. on May 31, 2013. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
 - a. The completed proposal shall be without alterations or erasures.
 - b. No oral or telephonic proposals will be considered.
 - c. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:
 - a. Section I - Organizational Information:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of

the entire project even when the areas of responsibility under the terms of the joint venture or association are limited. In addition to the above, please include the following information:

1) Organization Chart

Provide an organization chart, which identifies each member of the firm involved with the program. The chart should show the organizational structure of the team, the specialty or position of each team member. Include all specialty Sub-Consultants that would be expected to be utilized on the program.

Note: If this is a partnership or joint venture (j-v), describe in detail: how the partnership or j-v will be organized, who will be in overall control of the program, how it will function on a day-to-day basis throughout the program, and what will you do to guarantee continuity for all services

2) Key Personnel

Identify the key personnel and their back-ups that will be assigned to the program.

b. Section II - Qualifications and Experience:

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

Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification, including contract terminations due to cause by vendor, as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

c. Section III - Project Approach and Work Schedule:

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project before December 1, 2013, if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B., beginning on page 1. Also, include your response to the following requirements:

- 1) Description of the product, including any modules, third-party applications, required licenses or functions needed to successfully implement County's requirements as stated in Statement of Requirements.
 - a) Example of automated "out of the box" reports for each module.
 - b) Implementation Support.
 - c) Data Migration Plan as applicable.
 - d) Software Change Management Procedures for bug fixes, upgrades and customizations.
 - e) Description of Recommended System Configuration, including any hardware County would need to purchase if hosting internally.
 - f) Training Plan.
 - g) Quality Control including acceptance procedure and testing plan.

d. Section IV - Cost of Service:

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The proposal must include an all-inclusive maximum price, as well as a detailed breakdown of all costs. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The

project costs must be broken out and include all expenses that will be charged to the County, including but not limited to hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. The County of Sonoma is subject to California sales/use tax. Indicate taxes on a separate line. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

Purchase Payments: Progress payments may be made on the basis of milestones accepted and completed during the course of the contract and any out-of-pocket expenses incurred in accordance with the vendor's proposal and may be subject to ten percent (10%) hold back. Interim billings should cover a period of not less than a calendar month.

COST SHEET: The cost proposal must include the following minimum content:

- 1) **Software Costs:** Provide a detailed breakdown of all application software costs, including the application software license types (enterprise, site, named, concurrent or user seat, etc.) and associated cost. Include all third party software costs and licensing.
- 2) **Interface Costs:** The system should have the capability to interface with the County's financial system, PeopleSoft, as specified by the requirements document. Include a list of each interface and the associated costs.
- 3) **Installation Costs:** Provide a detailed breakdown of the costs associated with the installation of the system. Include all installation fees and project management fees.
- 4) **Training Costs:** Provide a Training Plan tailored for the County of Sonoma. List all types of training (Administrator training, Train the Trainer, User training, Technical training, etc.) and the associated costs. Include the number of training hours required per student for each type of training and the recommended class size.
- 5) **Travel and Per Diem:** Provide a list of all travel, per diem and out of pocket expenses. All estimated out-of-pocket expenses to be reimbursed should be presented in the cost proposal. The cost proposal should include a total, not-to-exceed amount for these expenses.
- 6) **Professional Services:** The cost proposal should indicate a schedule of professional fees, hours and expenses that supports the total all-inclusive

maximum price. The cost proposal should include professional fees for each phase of the project.

- 7) Software Escrow Fee: The County of Sonoma will require a current copy of the system source code to be held in escrow. The County would have access to the source code in the event that the application Vendor becomes unable or unwilling to provide support. The escrow process as proposed should be described and the annual costs included in the cost proposal.
- 8) Additional Costs: Include a description of any additional costs to be included in the total, all-inclusive maximum price.
- 9) Rates for Additional Professional Services: If it should be necessary for the County to request the Vendor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Sonoma and the Vendor. Any such additional work agreed to in writing between the County of Sonoma and the Vendor shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost proposal.
- 10) Maintenance Costs: The cost proposal should include the costs for maintenance and extended maintenance (include five (5) years payable annually). Specify any discounts that will be available to the County, including the discount type and the discount amount (expressed as a percentage, and as a dollar amount). Include the due dates for all maintenance fees.

e. Section V – Identification of Subcontractors:

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

f. Section VI - Insurance:

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

g. Section VII - Additional Information:

W-9 – Request for taxpayer identification number and certification & California Form 590 Withholding Exemption Certificate if not currently a County of Sonoma approved vendor. If not a vendor licensed to do business in the State of California, the vendor is also required to submit a Form 587 Nonresident Withholding Allocation Worksheet.

h. Section VIII – Contract Terms:

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
 - a. Functionally and technically complete system that meets the needs of the County as described in the Statement of Requirements.
 - b. Demonstrated ability to perform the services described.
 - c. Experience, qualifications and expertise.
 - d. Quality of work as verified by references.
 - e. Costs relative to the scope of services.
 - f. A demonstrated history of providing similar services to comparable entities.
 - g. Willingness to accept the County's contract terms.

- h. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)
 - i. The locality of the Proposer.
- 4. Evaluation of Finalists - User Demonstration and Presentation by Implementation Team: Finalists may be invited to present a demonstration to the user-community along with an implementation presentation describing the vendor's philosophy, approach to the project and project management tools that will assist the organization in the successful implementation of the proposed software.
- 5. Cost/Financial Evaluation of Finalists. The costs will be measured relative to the scopes of work as provided in the vendor's proposals. This will include the evaluation of implementation services, product procurement and on-going costs as well as any other factors deemed necessary by the County.
- 6. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
- 7. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
- 8. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.

9. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. *The lowest proposed cost is not the sole criterion for recommending contract award.*
10. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
11. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

J. FINALIST INTERVIEWS

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. A presentation and/or interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

K. GENERAL INFORMATION

4. Rules and Regulations

- a. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
- b. Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
- c. The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County. Sonoma County also reserves the right to modify the amount and scope of the subsequent agreement between the County and the awarded vendor contingent upon the Board's Approval.
- d. All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to

review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.

- e. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word “Confidential” printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer’s request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
 - f. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - 1) [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys’ fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.
5. Nonliability of County

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless

and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

6. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

7. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

8. Form of Agreement

- a. No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b. A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.

- e. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

9. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b. Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

10. Withdrawal and Submission of Modified Proposal

- a. A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

L. PROTEST PROCESS

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://www.sonoma-county.org/purchasing/selling.htm>

Attachments:

- Attachment A: Sample Agreement
- Attachment B: Proposal Cover Sheet
- Attachment C Local Business Declaration for Services



COUNTY OF SONOMA
ENTERPRISE POINT OF SALE SYSTEM
Request for Proposals (RFP)

ATTACHMENT A
SAMPLE AGREEMENT

Standard Professional Services Agreement ("PSA")

Revision F – April 2012

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and _____ (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Consultant for _____.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. Scope of Services.

1.1 **Consultant's Specified Services.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to **Article 7, Prosecution of Work.** In the event of a conflict between the body of this Agreement and Exhibit "A," the provisions in the body of this Agreement shall control.

1.2 **Cooperation With County.** Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable

federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

With respect to performance under this Agreement, Consultant shall employ the following key personnel: _____.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid a lump sum in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 11.12 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Regional Parks Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement

shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Software/Computer Application Purchase Online Accessibility:

9.1 Accessibility. County policy requires that all County websites and web-based applications must be accessible to staff members and members of the public with disabilities.

a. Standards. Consultant shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general public in connection with County's ordinary course of business, comply with the following accessibility standards:

i. Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards are viewable at <http://access-board.gov/sec508/standards.htm>; and

ii. County's Web Site Accessibility Policy available online at <http://webstandards.sonoma-county.org>.

The foregoing standards shall collectively be referred to hereinafter as "County Accessibility Standards." For the purposes of this Agreement, the term "EIT" shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term "Information Technology" includes computers,

ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

9.2 Noncompliant EIT; Obligation to Cure. If County, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant EIT Deliverables within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

9.3 Upgrades Upon Renewal or Extension. Notwithstanding the foregoing, County may accept EIT Deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest. For every EIT Deliverable accepted by County that does not fully comply with County Accessibility Standards, Consultant shall, at the discretion of County, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

9.4 Warranty; Indemnity. Consultant represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold County harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against County, its officers, directors, agents, or employees arising out of or related to Consultant's breach of this Article 9.

10. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

10.2 Certification: Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit D which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

10.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

10.5 County's Rights Reserved. Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

11. Representations of Consultant.

11.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees

that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

11.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3 Representation, Warranty and Responsibility as to Data Security. Consultant represents and warrants that it shall implement and maintain Payment Card Industry ("PCI") Data Security Standard ("DSS") certification and that it shall provide an annual Report of Compliance ("ROC") prepared by a Qualified Security Assessor Company ("QSAC"). Upon request of the County, Consultant agrees to promptly provide PCI DSS validation by a QSAC. Consultant shall undergo quarterly system scans performed by a PCI Security Standards Council ("SSC") Approved Scanning Vendor ("ASV") that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. Further, Consultant shall maintain and protect in accordance with all applicable federal, state, local, and PCI laws, rules and regulations the security of all cardholder data when performing the contracted Services on behalf of the County.

In addition to the indemnity obligations specified in Article 5 of this Agreement, Consultant shall indemnify, defend, protect and hold County harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which County may be required to pay, which result from Consultant's breach of the provisions of this Section 9.1. Within thirty (30) days of County delivering written notice, Consultant will reimburse the County for its actual costs associated with any information security breach that results from the Contractor's failure to adhere to PCI data security standards and other applicable industry best practice. Such costs include but are not limited to: the costs of investigating the breach, fees associated with bankcard replacement, client credit monitoring, litigation costs, Court ordered penalties; and any additional fees charged by the County's bank Consultant, at its sole cost and expense, shall fully cooperate with any investigation, whether instituted by County or any other entity with jurisdiction to conduct such investigation, of any data loss or other breach of Consultant's obligations under this Section 9.1.

In connection with credit card transactions processed for County, Consultant will implement fraud prevention controls and provide reasonable care and effort to detect fraudulent credit card activity. In performing the Services, Consultant shall comply with all applicable rules and

requirements, including security rules and requirements, of County's financial institutions, including its acquiring bank, the major credit card associations and credit card companies. If during the term of the Agreement, Consultant undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the County of such circumstances.

Consultant represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS) or Payment Applications Best Practices (PABP). As verification of this, the Consultant agrees to provide PABP validation by a PCI SSC Qualified Payment Application Security Company ("QPASC") that any such application it provides is certified by the PCI SSC as complying with these standards and agrees to continue to maintain that certification as may be required from time to time.

11.4 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

11.5 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

11.6 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

11.7 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if

requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

11.8 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

11.9 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.10 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

11.11 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

11.12 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information

gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

11.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sonoma County Regional Parks Department
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
gina-lehl@sonoma-county.org

TO: CONSULTANT:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a

payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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[This section intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

By: _____

Signature

Name

Title

Date

COUNTY: COUNTY OF SONOMA

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE FOR
COUNTY:**

By: _____

Regional Parks Director

Approved as to form for County:

By: _____

County Counsel

Date

OR

By: _____

Purchasing Agent

Date

By: _____

Chair of Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT A

SCOPE OF WORK

To be determined.

SAMPLE

EXHIBIT B

PAYMENT SCHEDULE

To be determined.

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

Template #5, Version 1/24/2013

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether

Consultant has a claim against the insurance or is named as a party in any action involving the County.

- d. [insert exact name of additional insured] shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Coverage: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: insert contract number or project name.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: insert exact name and address.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D

DOCUMENT ACCESSIBILITY CERTIFICATION FORM

Web Accessibility Questionnaire

Available at <http://webstandards.sonoma-county.org/pdf/WebAccessibilityQuestionnaire.pdf>
and below.

SAMPLE



County of Sonoma Web Accessibility Questionnaire

County policy requires that all County websites, web content and web-based applications must be accessible to staff members and members of the public with disabilities. For more information regarding the details of this policy, please see Web Accessibility Policy, published in the County of Sonoma's Web Standards site (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1300>).

Standard	Source(s)	Response
1. Rate the overall level of accessibility compliance of your website, web content or web-based application: a. Fully compliant – All content and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA. b. Partially compliant – Some content or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA while other content or functionality are only compliant to Section 508 and WCAG 2.0 Level A. c. Partially compliant – All content and functionality are fully compliant with Section 508 and WCAG 2.0 Level A. d. Partially compliant – All content and functionality are fully compliant with Section 508. e. Not compliant. Fully Compliant Response(s): a	Section 508 WCAG 2.0	

Standard	Source(s)	Response
2. Does each non-text element on the page have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying the non-text element? a. Yes. b. Yes and no. Some non-text elements have meaningful text equivalents while others do not. c. No, none of the non-text elements have text equivalents. d. N/A. There are no non-text elements on the page. Fully Compliant Response(s): a, d	Section 508 • § 1194.22 (a) WCAG 2.0 • Guideline 1.1	
3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information? a. Yes. b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information. c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output. d. No, neither is provided. e. N/A. There is no multimedia content on the page. Fully Compliant Response(s): a, e	Section 508 • § 1194.22 (b) WCAG 2.0 • Guideline 1.1 • Guideline 1.2	

Standard	Source(s)	Response
4. Are all audio descriptions and text captions synchronized with their associated dynamic content? a. Yes, text captioning for audible output and audible output for visual information is completely synchronized with changes in the dynamic content of the page. b. Yes and no. Text captioning is not completely synchronized with audible output as the dynamic content of the page changes or is not provided, but the audio descriptions are synchronized to the important visual information they describe. c. Yes and no. Audio descriptions are not synchronized to the important visual information they describe or they are not provided, but text captioning is synchronized with the audible output as the dynamic content of the page changes. d. No. Both are provided but neither is synchronized. e. N/A. There is no multimedia content on this page. Fully Compliant Response(s): a, e	Section 508 • § 1194.22 (b) WCAG 2.0 • Guideline 1.2	

Standard	Source(s)	Response
5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume? a. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume. b. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio. c. No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume. d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds. Fully Compliant Response(s): a,b,d	WCAG 2.0 • Guideline 1.4	

Standard	Source(s)	Response
6. Is every page capable of being understood and navigated even if users do not have the ability to identify specific colors or differentiate between colors? a. Yes, any use of color as to imply meaning or information is easily understood without color and sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors. b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors. c. Yes, any use of color as to imply meaning or information is easily understood without color. d. No, the page does not use color appropriately. Fully Compliant Response(s): a	Section 508 • § 1194.22 (c) WCAG 2.0 • Guideline 1.4	
7. If any page uses cascading style sheets (CSS)¹, is it viewable without style sheets (style sheets turned off, not supported by the browser, etc.)? a. Yes. b. No. c. N/A. The page does not use cascading style sheets (CSS). Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (d) WCAG 2.0 • Guideline 1.3	

¹ Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.

Standard	Source(s)	Response
8. If any page uses cascading style sheets (CSS)¹, is it designed so that it does not interfere with style sheets set by the browser? a. Yes, it works without interfering with style sheets set by the browser. b. No, it interferes with any style sheets that have been set by the browser. c. N/A. The page does not use cascading style sheets (CSS). Fully Compliant Response(s): a,c	WCAG 2.0 • Guideline 1.3	
9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps? a. Yes, each link in the server-side image maps is duplicated by a separate text link. b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not. c. No, redundant text links are not provided for any link from the server-side image maps. d. N/A. The page does not include any server-side image maps. Fully Compliant Response(s): a,d	Section 508 • § 1194.22 (e)	

Standard	Source(s)	Response
10. If any page includes one or more client-side image maps, does each map region have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying it? a. Yes. b. Yes and no. Some of the non-text elements associated with the image map(s) have text equivalents or a meaningful text description, while others do not. c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions. d. N/A. The page does not include any client-side image maps. Fully Compliant Response(s): a,d	Section 508 • § 1194.22 (a)	
11. If any page includes a simple table (single level of row/column headers), are the row/column headers identified? a. Yes, all simple data tables have row/column headers identified and all non-data tables do not identify row/column headers. b. Yes and no. Some simple data tables exist but either the row or column header is not identified or some simple non-data tables exist but either the row or column header is identified. c. N/A. The page does not include simple tables. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (g)	

Standard	Source(s)	Response
12. If any page includes a complex data table (2 or more logical levels of row or column headers), does each cell provide association with row and column headers? a. Yes, complex tables exist and each cell within the table includes identification of its row and column headers. b. No, complex tables exist, but some cells within the table fail to identify row and column headers. c. N/A. The page does not include complex data tables. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (h)	
13. If the page uses frames, does each frame have a title that meaningfully describes it? a. Yes. b. No. c. N/A. The page does not use frames. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (i)	
14. Does any page include content (such as applets or content requiring plug-ins) that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz? a. Yes. b. No. Fully Compliant Response(s): b	WCAG 2.0 • Guideline 2.3	

Standard	Source(s)	Response
15. If the page uses scripts, such as JavaScript or scripts in Macromedia Flash content, and if the scripts affect any content displayed to the user, is there equivalent text provided by the page or the script that is accessible to a screen reader? a. Yes. The page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, but the page or script contains equivalent text that is accessible to a screen reader. b. No. While the page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, neither the page nor the script contains equivalent text that is accessible to a screen reader. c. N/A. The page does not use JavaScript or Macromedia Flash content. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (a) WCAG 2.0 • Guideline 1.1 • Guideline 1.2	
16. If the web page uses applets, such as downloadable Java applets, does it also contain the same information and functionality in an accessible format? a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format. b. No, although the page uses applets, it does not contain the same information and functionality in an accessible format. c. N/A. The page does not use any applets. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (a) WCAG 2.0 • Guideline 1.1 • Guideline 1.2	

Standard	Source(s)	Response
17. Is every web page capable of full functionality via only the keyboard? a. Yes, all functionality of the content is operable through a keyboard interface and if focus can be shifted to a component via the keyboard, then keyboard interface can also be used to shift focus away from that component. b. No, some functionality is not operable via a keyboard interface alone. Fully Compliant Response(s): a	WCAG 2.0 • Guideline 2.1	

Standard	Source(s)	Response
18. Is every web page designed for maximum compatibility with the current and future user agents, including assistive technologies? a. Yes, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. b. Yes and no, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. c. Yes and no, for all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. d. No, some content or interface components do not comply with this guideline in at least one area. Fully Compliant Response(s): a	WCAG 2.0 • Guideline 4.1	

Standard	Source(s)	Response
19. If the page uses other programmatic objects (such as Flash, Shockwave, RealAudio, or RealVideo content), or otherwise requires the use of plug-ins or programmatic support for the browser, does the page include a link to the plug-in or programmatic item required for accessing the content of the page and is that plug-in or programmatic item itself accessible to people with disabilities? a. Yes, the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page and those plug-ins or programmatic items are accessible to people with disabilities. b. Yes and no. While the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page, those plug-ins or programmatic items are not accessible to people with disabilities. c. No, while the page uses such programmatic objects, it does not include a link to the plug-ins or other items required for accessing the content of the page. d. N/A. The page does not use such programmatic objects. Fully Compliant Response(s): a,d	Section 508 • § 1194.22 (m)	

Standard	Source(s)	Response
20. If the page includes links to .pdf (Adobe Acrobat's portable document format) files, were those .pdf files created in a way that is likely to maximize their accessibility for people with disabilities? a. Yes. While the page includes links to .pdf files, the files were converted from Microsoft Word or by scanning something into .pdf and then running them through an optical character recognition (OCR) process. The structure and tags of each document has been verified as accessible. b. No, the page includes links to .pdf files that were created by scanning files into .pdf and were not put through an OCR process. c. N/A. The page does not include any links to .pdf files. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (a) • § 1194.22 (c) • § 1194.22 (g) • § 1194.22 (h) • § 1194.22 (n) WCAG 2.0 • Guideline 1.1 • Guideline 1.2	

Standard	Source(s)	Response
21. If the page includes one or more electronic forms that is designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues? a. Yes, the page contains one or more forms designed to be completed online. Each such form complies with all of the accessibility requirements that are the subject of this questionnaire and has been tested for usability by persons using assistive technologies. b. Yes, but... The page contains one or more forms designed to be completed online. While each such form complies with all of the accessibility requirements that are the subject of this questionnaire, one or more of them has not been tested for usability by persons using assistive technologies. c. Yes, but... The page contains one or more forms designed to be completed online. We have tested each of the forms using assistive technology, but we are not sure that each such form complies with all of the accessibility requirements that are the subject of this questionnaire. d. No. The page contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people with disabilities, at least in one respect. e. N/A. The page does not contain any forms designed to be completed online. Fully Compliant Response(s): a,e	Section 508 • § 1194.22 (n)	

Standard	Source(s)	Response
22. If any page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, does the page include an alternate accessible form or a link to an alternate accessible form? a. Yes. While the page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, the page includes an alternate accessible form or a link to an alternate accessible form. b. No. The page contains one or more forms designed to be completed online but that is inaccessible to people with disabilities in some respect and the page does not contain an alternate accessible form or a link to an alternate accessible form. c. N/A. The page does not include one or more forms that are designed to be completed online or it does include such forms, but they are accessible to people with disabilities in all respects. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (a) WCAG 2.0 • Guideline 1.1	
23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text? a. Yes. b. No. c. N/A. The page does not contain any forms designed to be completed online. Fully Compliant Response(s): a,c	WCAG 2.0 • Guideline 3.3	

Standard	Source(s)	Response
24. If any page includes navigational links to other web pages within the same website, is there a link allowing users of screen readers to skip over those links? a. Yes. b. No. c. N/A. The page does not contain any navigational links to other web pages within the same website. Fully Compliant Response(s): a,c	Section 508 • § 1194.22 (o)	
25. Is the navigation designed to assist users in finding content and determine where they are (e.g. breadcrumbs)? a. Yes. b. No. Fully Compliant Response(s): a	WCAG 2.0 • 2.4	

Standard	Source(s)	Response
26. If any page requires users to respond within a fixed amount of time before the user is "timed out," is the user alerted that he or she will be timed out and given sufficient time to indicate that more time is required before actually being timed out? a. Yes. b. Yes and no. While the page warns users that they are about to be timed out, it does not give them an option to extend the length of time that the page will be kept open. c. No. The page will time out users but does not provide prior warning or the ability to extend the length of time it will be kept open. d. N/A. The page does not "time out" users, no matter how long a page is kept open. Fully Compliant Response(s): a,d	Section 508 • § 1194.22 (p) WCAG 2.0 • Guideline 1.2 • Guideline 2.2	

Standard	Source(s)	Response
27. Taking into consideration your responses to the previous questions, if the reviewed page(s) likely contains barriers to access for people with disabilities, do you have an alternative text-only page that contains the same information and is updated as often as the reviewed page? a. Yes. b. Yes and no. While the page appears to contain barriers to access for people with disabilities and we have established a text-only alternate page, the text-only alternate page does not include the same information or is not updated as often as the reviewed page. c. No. While the page appears to contain barriers to access for people with disabilities, we do not have an alternate text-only page. d. N/A. The page does not appear to contain any barriers for people with disabilities, so we do not have an alternate text-only page. e. N/A. Even though the page does not appear to contain any barriers to access for people with disabilities, we still maintain an alternate text-only page that contains the same information and is updated as often as the reviewed page. Fully Compliant Response(s): a,d,e	Section 508 • § 1194.22 (a) WCAG 2.0 • Guideline 1.1	

28. Test your page(s) for accessibility to persons with disabilities using assistive technology

- a. Describe the testing method and tools used.

- b. Describe the results of this test.

29. Describe the accessibility successes and challenges you identified during your evaluation and any plans you have for addressing any problems on these and similar pages within your website:

Responses reviewed and approved by:

(Signature of department representative / Date)

References

1. Section 508 Standards (<http://www.section508.gov/index.cfm?fuseAction=stdsdoc#Web>)
2. WCAG Guidelines (<http://www.w3.org/TR/WCAG/#guidelines>)
3. County of Sonoma
 - a. Web Standards (<http://webstandards.sonoma-county.org>)
 - b. Accessibility Assistance (<http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1113>)



COUNTY OF SONOMA
ENTERPRISE POINT OF SALE SYSTEM
Request for Proposals (RFP)

ATTACHMENT B
PROPOSAL COVER SHEET

**ATTACHMENT B
REQUEST FOR PROPOSALS**



PROPOSAL COVER SHEET

Acceptance of County Contract Form

A sample agreement is contained as Attachment “A” to the County’s Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the County is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

Signature

Title

Date



COUNTY OF SONOMA
ENTERPRISE POINT OF SALE SYSTEM
Request for Proposals (RFP)

ATTACHMENT C

LOCAL BUSINESS DECLARATION FOR SERVICES



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services.

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Goods.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy.

False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____
2. Physical address of the principal place of business.

3. Business license issued by incorporated city within the County:

License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____