

**County of El Dorado
Chief Administrative Office
Procurement and Contracts Division**



**Request for Proposal
#20-393-060**

for

Mobile Food Vendor

Submittal Deadline:

May 27, 2020, not later than 3:00 PM (PST)

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Attachment A – Proposer Information Sheet

Attachment B – Sample Food Truck License Agreement*

*The attached Sample Food Truck License Agreement is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

1.0 INTRODUCTION

The County of El Dorado (County) is soliciting sealed proposals for commercially operated food truck vendors (Proposer or Vendor) to provide food concession for special events. The successful Proposers will be responsible for concession operations in accordance with the terms and conditions set forth in this Request for Proposal (RFP) and County's standard form Food Truck License Agreement (Agreement), entered into subsequently between County and the successful Proposers. Please note: Successful Proposer's will be subject to a background vendor responsibility search conducted by the El Dorado County Sheriff's Office.

It is the County's goal to offer a convenient food option with high quality, value-based menu items to its employees, and the public for special events. Healthy, locally sourced food option, and use of compostable, recyclable serving material are a plus.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

This Request for Proposal (RFP) includes a description of the evaluation and selection process, proposal requirements, and insurance requirements.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the County, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFP are invalid.

All interpretation or corrections, as well as any additional RFP provisions that the County may decide to include, will be made only as an official addendum that will be posted to the County's website at <http://edcapps.edcgov.us/contracts/invite.asp> and it shall be the Proposer's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the County shall become part of the RFP and will be incorporated into the proposal.

The County will not be bound by oral responses or inquires or written responses other than written addenda.

2.0 SCOPE OF SERVICES

County is looking to enter into Food Truck Licensing Agreements with multiple vendors to provide food concession service for its employees and the public for special events. Times, dates, and locations shall be determined by County departments requesting services. County does not guarantee any minimum number of scheduled dates or sales volumes. Services shall include, but not be limited to:

- Vendor shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service.
- Vendor shall keep at all times on public display the prices, rates, and charges which may be made for the sale of goods and services.
- Vendor shall operate, serve, and dispense quality foods and beverages with adequate portions. All foods must be fresh and of the best quality at all times.
- Vendors must maintain a clean and safe environment at all times.
- The sale of alcohol is prohibited.
- Vendor shall be responsible to provide their own power source and water necessary for services. Electrical connections and water will not be provided by County.
- Vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to the assigned location.

3.0 PROPOSAL FORMAT REQUIREMENTS

All proposals shall contain the following elements, and in the order given:

3.1 Completed **Proposer Information Sheet** (Attachment A)

3.2 **Required Documentation**

- Photocopy of a valid County Business License
- Photocopy of a valid El Dorado County Health Permit
- Food Truck menu with prices (indicate if cash, credit/debit cards, and/or alternative payment types will be accepted for payment)
- Two (2) photos of Food Truck from different vantage points

3.3 References

Contact information for at least three (3) business references.

4.0 PROPOSER QUESTIONS

- 4.1 Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office and must be received no later than 5:00 p.m. on **May 13, 2020**.
- 4.2 All emails must have “**RFP #20-393-060 – QUESTION**” as their subject, and all envelopes or containers must be clearly marked “**RFP #20-393-060 – QUESTION**” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.
- 4.3 Questions will **not** be accepted by telephone, facsimile (fax), or orally.
- 4.4 The County reserves the right to decline a response to any question if, in County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.
- 4.5 All inquiries shall be submitted by email to: matthew.potter@edcgov.us
or by U.S. Mail to: County of El Dorado
Procurement and Contracts
2850 Fairlane Court
Placerville, California 95667
RFP#20-393-060 – Question
- 4.6 Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFP.
- 4.7 A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **May 20, 2020**.

5.0 PROPOSAL SUBMITTAL INSTRUCTIONS

- 5.1** Submit three (3) hard copies and one (1) electronic copy via USB drive, of your proposal not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 5.2** Proposals shall be submitted ONLY to:
- El Dorado County
Procurement and Contracts Division
2850 Fairlane Court
Placerville, CA 95667
- 5.3** The County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting proposals delivered to a person or location other than that specified above.
- 5.4** Faxed or emailed proposals will not be accepted.
- 5.5** Late submittals may not be accepted or considered.
- 5.6** All submittals, whether selected or rejected, shall become the property of the County and shall not be returned.
- 5.7** The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 5.8** All costs associated with proposal preparation shall be borne by the Proposer.
- 5.9** All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of the submittals.

6.0 EVALUATION PROCESS

The following evaluation criteria will be used to determine the vendors that provide the best value:

- Submission of all information, materials, and documents required by this RFP
- Qualifications discussed on Proposer Information Sheet (Attachment A)
- Variety of menu offerings

7.0 SELECTION PROCEDURE

- 7.1** Proposals will be reviewed for responsiveness. A selection committee will then evaluate responsive proposals in accordance with the above criteria. Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The decision of the Purchasing Agent or County Board of Supervisors shall be final in making such determination.
- 7.2** The County reserves the right to make an award without further discussion of the submittal with the Proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the vendor or individual may propose.
- 7.3** The County reserves the right to award a contract to the vendor or individual who, in the sole judgment of the County, presents the most favorable response to this RFP pursuant to the evaluation criteria indicated above.
- 7.4** The County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.
- 7.5** In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. The County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity.

- 7.6** The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

- 7.7** RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- 7.8** The selected Proposer will receive written notification of the award. Response and selection of a proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or County Board of Supervisors and is not in force until fully executed.

8.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Proposer's responsibility to monitor the County's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with original RFP requirements and all required addenda. All available RFPs and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

9.0 REJECTION OF PROPOSALS

Proposers interested in being considered must submit a proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the proposal. The County reserves the right to reject any or all proposals.

The County may reject a proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

10.0 VALID OFFER

Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

11.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

12.0 PUBLIC RECORDS ACT

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records in accordance with the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a successful Proposer. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

13.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license to award contract.

14.0 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

ATTACHMENT A

Proposer Information

Owner Name	
Business Name	
Street Address	
City, Zip	
Work Phone	
Cell Phone	
Email Address	
Website	

Qualifications

Use the box below to highlight your Food Truck's success (e.g., events vended at, number of employees, description of product, and what makes it appealing to customers).

By signing below, Proposer confirms that they have read the Request for Proposal and has the ability to fulfill the indemnification and insurance requirements contained in the Food Truck Licensing Agreement.

Signature of business owner: _____ Date: _____

ATTACHMENT B

Sample Food Truck License Agreement

#XXXX

THIS FOOD TRUCK LICENSE AGREEMENT made and entered by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and _____ (hereinafter referred to as "Licensee"). By this Agreement, County and Licensee (collectively, the "Parties" and each a "Party") mutually agree as follows:

1.0 SERVICES

- A. County hereby grants to the Licensee and Licensee hereby agrees to accept from County this authorization for use of _____, hereafter referred to as the "Property", for the following purposes: to provide high-quality, reasonably priced and diverse food for staff and visitors to the County of El Dorado _____[location/building name] from a self-contained, temporary, mobile/portable (truck or trailer) storefront.
- B. Licensee shall be authorized to proceed with use of the Property only on the dates and times provided by the Contract Administrator. Prior to a scheduled event, the Contract Administrator will provide the authorized schedule to the Licensee in a written email or other written documentation, provided that this Agreement has been fully executed as evidenced by Licensee's receipt of a copy of said executed Agreement.
- C. Any changes in the dates or times of use must be approved in advance by the Contract Administrator. Licensee's use of the Property shall in no way interfere with the use and occupancy by County.
- D. Licensee agrees to pay County _____[amount] by delivering payment to _____[location/designated individual] at least _____ () days prior to a scheduled event.
- E. Licensee shall ensure all parking locations are safe and accessible, do not block sidewalks, fire lanes or streets, do not interfere with traffic and are consistent with all County rules and policies.
- F. County does not guarantee any minimum number of scheduled dates or sales volumes.

2.0 TERM AND TERMINATION

- A. The Agreement shall become effective upon final execution by both parties and shall expire on _____.
- B. County reserves the right to terminate this Agreement at any time for any reason by serving written notice to Licensee. Upon receipt of such termination notice from County, Licensee shall immediately cease use of the Property.
- C. If Licensee wishes to terminate the agreement prior to a scheduled event, Licensee must provide seven (7) days written notice to County.

3.0 INSURANCE

Licensee shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Licensee maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. (If General Liability does not have a product liability provision, product liability insurance is required.)
- C. Commercial Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Licensee in performance of the Agreement.
- D. Commercial Property Liability Insurance for contents of the vehicle –amount as appropriate.
- E. Licensee shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Licensee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Licensee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Licensee agrees that no work or services shall be performed

prior to the giving of such approval. In the event Licensee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Licensee's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Licensee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Licensee cannot provide an occurrence policy, Licensee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

4.0 Indemnity

To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

5.0 Independent Contractor/Liability

Licensee is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Licensee exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Licensee shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Licensee or its employees.

6.0 Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
[Department Name]
[Address]
[City, State, Zip Code]

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Administrator's Name
Administrator's Title
Administrator's Unit (if applicable)

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Licensee shall be addressed as follows:

[Licensee Name]
[Address]
[City, State, Zip Code]

Attn.: Name, Title

or to such other location as Licensee directs.

7.0 Change of Address

In the event of a change in address for Licensee's principal place of business, Licensee's Agent for Service of Process, or Notices to Licensee, Licensee shall notify County in writing as provided in Article 6.0, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

8.0 Assignment and Delegation

Licensee is engaged by County for high quality, value based food items as well as those of its personnel. Licensee shall not subcontract, delegate, or assign food truck services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

9.0 General Provisions

- A. Licensee must have a storefront which serves food and meets County's temporary food facility, food handling, and food booth requirements.
- B. Licensee must meet all County of El Dorado Environmental Management Mobile Vendor requirements and obtain a Mobile Vendor Permit.
- C. Licensee shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation.
- D. Licensee shall fully comply with all applicable federal, state, and local laws and regulations as well as all County policies relative to Licensee's conduct on County property.
- E. Mobile food trucks/trailers must be registered and licensed with the Department of Motor Vehicles, must be clean on both the inside and out, must be presentable and attractive (no unsightly vehicles or those with obvious body damage).
- F. Licensee shall obtain and maintain all required licenses and permits for the duration of the Term of this Agreement. Licensee shall provide proof of such

permits County prior to operating on County property and from time to time as requested by the County.

- G. Licensee agrees to use the designated space(s) for the sole purpose of providing for the sales of such food products as County might approve in its sole discretion.
- H. Alcoholic beverages shall NOT be sold, served or consumed on County property.
- I. An approved fire extinguisher and first aid kit must be in the truck at all times.
- J. Licensee shall use reasonable efforts to operate in a sustainable manner. Licensee shall be responsible for its own garbage/waste containers and disposal thereof. Licensee shall leave its location on County property in as good of condition as when Licensee arrived.
- K. No music or amplified sound may emit from food trucks on County property other than as approved by the County.

10.0 Administrator

The County Officer or employee with responsibility for administering this License Agreement is _____, or successor.

11.0 Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

12.0 Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

13.0 Partial Invalidity

If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

14.0 No Third Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

15.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16.0 Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- LICENSEE --

By: _____

Dated: _____

Name
Title
"Licensee"