

**REQUEST FOR PROPOSAL (RFP)**  
**FCARC – 034**

**For Qualified Providers to Supply the  
Environmental Impact Report (EIR) for the  
Lakeland Village Master Drainage Plan (MDP)**



Prepared By:  
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**INSTRUCTIONS TO RESPONDENTS**

Bid Issue Date: December 28, 2009  
 Buyer: Annie Ortega, [annieortega@reflood.org](mailto:annieortega@reflood.org)

- I. **Vendor Registration** – Unless stated elsewhere in this document, vendor must register online at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) with all current Vendor information, to be registered on the County’s database.
  - II. **Prices/Notations:** All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
  - III. **Pricing/Terms/Tax:** All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The Riverside County Flood Control and Water Conservation District (DISTRICT) pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
  - IV. **Period of Firm Pricing:** Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date.
  - V. **Recycled Material:** Wherever possible, the District is looking for items made from, or containing in part, recycled material. Respondents are encouraged to bid items containing recycled material as an alternative for the items specified; however, the District reserves the right to reject those alternatives as non-responsive.
  - VI. **Method of Award:** The District reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the District to be most advantageous to the District. The District recognizes that prices are only one of several criteria to be used in judging an offer and the District is not legally bound to accept the lowest offer.
  - VII. **Other Terms and Conditions** – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the application Terms and Conditions may be obtained by visiting the County’s website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
  - VIII. **Return of Bid/Closing Date/Return to:** The bid response shall be delivered to Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, Ca 92501 by 4:30 p.m. on the closing date listed above. Bid responses not received by the District by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. /R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
  - IX. **Auditing** – The CONSULTANT agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. CONSULTANT agrees to maintain such records for possible audit for minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. CONSULTANT agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the CONSULTANT agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
  - X. **Local Preference:** The District complies with a local preference program adopted by the County of Riverside for those Respondents located within the geographical boundaries of Riverside County. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference, RESPONDENT must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit
- Or
- XI. **Disabled Veteran Business Enterprise Preference:** The District complies with a Disabled Veteran Owned Business preference policy implemented by the County of Riverside. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the District from certified disabled veterans owned businesses. RESPONDENT must provide certification of Disabled Veteran Status. If the bid is submitted by a non-disabled veteran owned business, but lists subcontractors that are identified and qualified as disabled owned businesses, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid.

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

<input checked="" type="checkbox"/> APPENDIX “A”	<input checked="" type="checkbox"/> PLANS/DRAWINGS	<input type="checkbox"/> SAMPLES	<input type="checkbox"/> MULTI PART BID SHEET
<input type="checkbox"/> #116-110 Special Conditions/Response		<input type="checkbox"/> #116-150 Special Conditions RFP	
<input type="checkbox"/> #116-140 Special Conditions Personal/Professional Services RFP		<input type="checkbox"/> #116-130 Equipment Information Sheet	
<input checked="" type="checkbox"/> #116-260 Local Business Qualification Affidavit			

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

<input checked="" type="checkbox"/> #116-200 General Conditions	<input checked="" type="checkbox"/> #116-240 General Conditions - Personal/Professional Service
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**PROPOSAL COVER PAGE**

**RESPONDENT TO COMPLETE ALL APPLICABLE AREAS**

If not already registered as a vendor, RESPONDENTS are required to complete the vendor registration on the County of Riverside's Website:

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

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals and qualifications from qualified providers to supply the Environmental Impact Report for the Lakeland Village Master Drainage Plan, as detailed in Appendix A.

There will be a Non-Mandatory bidders meeting on:

- Date: January 11, 2010
- Time: 2:00 p.m. PST
- Location: Riverside County Flood Control District; 1995 Market Street, Riverside, CA 92501

**BID CLOSING DATE: Monday, January 25, 2010 no later than 4:30 PM.**  
**FAXED PROPOSALS WILL NOT BE ACCEPTED**

After close of this RFP, the award will be announced within 30 – 145 days. If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

**Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.**

Company Name:

Mailing Address:

Street Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Vendor Website: Phone # ( ) Fax # ( )

Name Title

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_

Please Check (if applicable; refer to page 3 of RFP for qualifications)

\_\_\_\_ Local Business (Form 116-260 must be completed and submitted with the Respondent's proposal; Exhibit F)  
\_\_\_\_ Disabled Veteran Business Enterprise

## APPENDIX A

### 1.0 DEFINITIONS

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

- A. "Addendum" shall mean an amendment or modification to the RFP.
- B. "ADP" shall mean Area Drainage Plan.
- C. "Bid" shall mean the proposal submitted by a Respondent on the Bid Form consistent with the Instructions to Respondents, to complete the Work for a specified sum of money and within a specified period of time.
- D. "CEQA" shall mean California Environmental Quality Act.
- E. "Consultant" shall mean the successful Respondent to this RFP who enters into a written Contract with Riverside County Flood Control District.
- F. "Contract" shall mean the written agreement resulting from this RFP executed by Riverside County Flood Control District and CONSULTANT.
- G. "DEIR" shall mean Draft Environmental Impact Report.
- H. "District" shall mean Riverside County Flood Control District.
- I. "EIR" shall mean Environmental Impact Report.
- J. "IS" shall mean Initial Study.
- K. "Joint Venture" shall mean an association of two or more persons or firms engaged in the cooperative effort of providing services described in the Scope of Services for which a proposal is being submitted.
- L. "MDP" shall mean Master Drainage Plan. MDP's are conceptual planning documents that address the current and future drainage needs of a given community. The boundary of the plan usually follows regional watershed limits and the proposed drainage facilities may include channels, storm drains, levees, basins, dams, or any other improvements capable of feasibly relieving flooding problems within the plan area. These plans are prepared for a variety of purposes, such as indentifying solutions to existing flood hazards, providing a guide for the orderly development of the community, and presenting an estimate of costs to resolve flooding issues within a community. Furthermore, these plans can be used to establish Area Drainage Plan (ADP) fees, which may be subsequently imposed on new development within the plan area in accordance with provisions of the Subdivision Map Act.
- M. "MMP" shall mean Mitigation Monitoring Program.
- N. "MND" shall mean Mitigated Negative Declaration.
- O. "MQs" shall mean minimum qualifications.
- P. "MSHCP" shall refer to the Multiple Species Habitat Conservation Plan which conserves open space, nature preserves and wildlife to be set aside in some areas. It is designed to protect over 150 species and conserve over 500,000 acres in Western Riverside County.

- Q. “NOC” shall mean Notice of Completion.
- R. “NOD” shall mean Notice of Determination.
- S. “NOP” shall mean Notice of Preparation.
- T. “Project” shall refer to the Lakeland Village Master Drainage Plan.
- U. “Respondent” shall mean an individual, firm, partnership, corporation or joint venture making a proposal or response to the District’s Request for Proposal.
- V. “RFP” shall mean Request for Proposal.
- W. “Should”, “desirable”, or “ask” means a requirement having a significant degree of importance to the objectives of the RFP.
- X. “Subcontractor/Subconsultant” shall mean any person, firm, or corporation performing work or providing service for the Respondent in support of the Scope of Services for an agreement.
- Y. “Will”, “shall”, “must”, “mandatory” or “required” means a requirement that must be met in order for a proposal to receive consideration.

## **2.0 PURPOSE/BACKGROUND**

### PURPOSE

Riverside County Flood Control and Water Conservation District is seeking experienced and qualified Respondents to provide the following type of service:

- 2.1 An Environmental Impact Report (EIR) is required, in addition to preparing the necessary California Environmental Quality Act (CEQA) documentation to support the District’s adoption of the Lakeland Village MDP and ensure the successfulness of this project.

PROJECT AREA : Lakeland Village, CA; located in unincorporated Riverside County, California. The Lakeland Village MDP will cover the area southwest of Lake Elsinore and will be bounded by West Elsinore, Sedco, Wildomar MDPs and the ridge line of the Santa Ana Mountains.

- 2.2 Utilize the five (5) alternatives differing in the types of proposed improvements to this project (Referred to in Section 3.9 and Attachment 1 of RFP).

- Alternative 1: A ‘no build alternative’ in which there are no proposed improvements and flood protection is provided only by the existing drainage facilities in the area. These existing facilities include Lime Street Channel, Ortega Channel, Ortega Channel Laterals A and A-1, Ortega Channel Lateral A Debris Basin, Lakeland Village Channel, Stoneman Street Channel and Churchill Street Storm Drain.
- Alternative 2: The implementation of mainline drainage facilities that will collect runoff from the Santa Ana Mountains, including any potential debris, and transmit it to Lake Elsinore.
- Alternative 3: Includes the same drainage facilities proposed in Alternative 2, but also incorporates conservation areas that will be reserved by purchasing properties within the FEMA floodplain.
- Alternative 4: Proposes several debris basins on the upstream end of the mainline drainage facilities to capture potential debris from the Santa Ana Mountains. This alternative addresses water quality by proposing water quality basins downstream of existing developments.

- Alternative 5: Includes a combination of water quality basins, debris basins, main line drainage facilities with laterals, and flood plain buy-outs.

2.3 It shall be the Respondents responsibility to familiarize themselves with all areas of the site to be bid.

### BACKGROUND

2.4 The Riverside County Flood Control and Water Conservation District (District) announces the development of Lakeland Village's Master Drainage Plan (MDP). The MDP will depict a proposed storm water drainage system that, when constructed in conjunction with the ultimate street improvements will provide protection against the 100-year flood discharge and alleviate the primary sources of flooding within the MDP area. The plan will include an estimate of facility capacity, sizes and costs. The MDP will serve as a guide for the long term planning and future construction of the proposed drainage facilities. The plan will provide the approximate location and size of drainage facilities that need to be constructed by the District and/or others private interests to resolve existing flooding problems within areas already developed.

## **3.0 SCOPE OF SERVICE**

To support the Lakeland Village MDP project, the Consultant shall perform/provide the following:

3.1 Tasked with preparing a legally adequate "First Tier" Environmental Impact Report (EIR) for the MDP in accordance with the provisions of the California Environmental Quality Act (CEQA) (Section 15000 et seq.) The EIR will be used by the District, as the Lead Agency, to comply with CEQA. The Consultant responsibilities will include, but will not necessarily be limited to the following:

### **TASK 1. EIR Kick-Off Meeting**

3.2 Consultant will participate in a kick-off meeting to initiate the process for preparation of the MDP CEQA document. The purpose of this meeting is to discuss the preferred alternative (referred to in Sections 2.2, 3.9 and Attachment 1 of RFP), any remaining data needs required to complete a thorough environmental impact analysis, coordination of project mailing lists for noticing purposes, and overall EIR schedule.

**Deliverables:** 1. Minutes of the EIR Kick-Off Meeting.

### **TASK 2. Plan, Coordinate and Participate in Initial Public Scoping**

3.3 Consultant shall support the District staff in conducting an initial Public Scoping Meeting. The meeting shall be conducted at the District's offices or at an alternative location within the MDP study area, at the discretion of the District. Consultant will prepare meeting minutes after the scoping meeting to include listing the names of the attendees, identifying which agencies or individuals provided comments, and summarizing the issues raised by each commenter regarding the EIR.

3.4 Consultant will coordinate a pre-scoping meeting "briefing session" with the resource agencies to summarize the approach being undertaken by the District and to solicit early input from the regulatory agencies (e.g., Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Game, and Regional Water Quality Control Board).

**Deliverables:** 1. Participation in planning, organizing, and discussions at one Public Scoping Meeting. Provide meeting minutes listing the names of the attendees, identifying which individuals provided comments, and summarizing the EIR issues of concern.

2. Attendance at one pre-scoping “briefing session” with regulatory agency staff to receive input on issues to be addressed in the Draft EIR and provide minutes of the meeting.

**TASK 3. Prepare Initial Study/Notice of Preparation (IS/NOP)**

3.5 Consultant will prepare a draft IS with text explanations for all topical issue areas, as required by CEQA. A draft of the IS and proposed IS/NOP will be provided to the District for review and comment. One round of comments will be incorporated into a revised draft IS and will be re-submitted to the District for final approval.

3.6 Upon District approval of the final IS/NOP, Consultant will distribute a copy of the IS/NOP to the appropriate state agencies through the State Clearinghouse, pursuant to CEQA Guidelines Section 15082, as well as to any other responsible agencies and interested parties, as determined by the District. The District will provide a digital mailing list for recipients of the IS/NOP. Consultant will develop this mailing list into a Master Mailing List for all public noticing purposes. The mailing of the NOP will start the mandatory 30-day NOP review period.

- Deliverables:**
1. Draft and Revised Draft IS/NOP for project team review.
  2. Mailing of the Final IS/NOP by certified mail, return receipt, using the mailing list provided by the District (estimated at 15-20 mailings).

**TASK 4. Evaluate Comments on NOP/Scope Screencheck EIR**

3.7 At the conclusion of the NOP review period and after receipt of all comments from the State Clearinghouse, Consultant will prepare a memorandum that documents the agencies, firms, and individuals who submitted comments on the IS and NOP for submittal to the District.

- Deliverables:**
1. Memorandum summarizing comments received on the NOP.
  2. Attendance at one project team meeting.

**TASK 5. Prepare Three Drafts of the Administrative Draft EIR (DEIR)**

3.8 The EIR will include a comprehensive evaluation of the Master Drainage Plan Alternatives for each of the topic areas listed in the CEQA Checklist. The following topics would be addressed:

- Aesthetics/Visual
- Agricultural Resources
- Air Quality/Global Climate Change
- Biological Resources
- Cultural Resources
- Geology/Soils
- Hazards & Hazardous Materials
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population/Housing



- Public Services
- Recreation
- Transportation/Traffic
- Utilities/Service Systems
- Alternatives to the Proposed Master Plan
- Other CEQA mandated sections (e.g., growth inducing, cumulative impacts, global warming)

3.9 Within each technical topic (e.g., biological resources, hydrology/water quality) addressed in the EIR, subsections will address existing setting, potential impacts, significance thresholds, proposed mitigation measures, level of significance after mitigation, and cumulative impacts. As required by CEQA, the alternatives section of the EIR will include a description of the No Project Alternative and each of the other MDP alternatives (Referred to in Section 2.2 and Attachment 1 of RFP). Particular attention should be given to Western Riverside MSHCP commitments. An executive summary section and table will be included at the front of the EIR to facilitate review.

3.10 The Administrative Draft EIR (DEIR) will undergo up to three separate reviews to establish a final DEIR that is acceptable to the District. Upon receipt of comments on each administrative draft, Consultant will produce the DEIR and submit it to the District for a final review prior to printing for public review.

- Deliverables:**
1. Four (4) copies of the first Administrative DEIR for team review including the document on a CD.
  2. Four (4) copies of the second Administrative DEIR for team review, including the document on a CD.
  3. Four (4) copies of the third Administrative DEIR for team review prior to printing of the DEIR for Public Review, including the document on a CD.

#### **TASK 6. Complete and Distribute Draft EIR**

3.11 Upon approval of the final Administrative DEIR by the District, Consultant will print and distribute copies of the DEIR for public review. Distribution will include the State Clearinghouse and other agencies, firms, and individuals who received the NOP, as well as those who attended the Scoping Meeting, provided comments on the NOP, or who requested the EIR from the District.

3.12 A Notice of Completion (NOC) will be filed by the District with the State Clearinghouse. Newspaper notices regarding the availability of the Draft EIR and the start of the 45-day review period will be placed by the District.

3.13 Consultant will also provide the DEIR electronically for upload to District web site. Further, email comments on the DEIR must be accepted by the Consultant if they are provided within previously established guidelines (i.e., they must make specific reference to the page of the document and identify the specific EIR analysis text they are commenting upon). This will provide a broader availability of the DEIR for public review and comment.

- Deliverables:**
1. Production/printing of copies of the DEIR and single volume technical Appendices (three loose unbound copies of each) and one electronic .pdf file.
  2. Mailing of the DEIR copies by certified mail, return receipt or equivalent.

#### **TASK 7. Response to Comments on Draft EIR**

- 3.14 Consultant will compile all comments received on the DEIR during the public review period and will assess them to develop an appropriate response strategy. This information will be compiled into a memorandum that will be provided to the District for consideration and discussion.
- 3.15 Consultant will lead the Response to Comments preparation effort and will prepare draft findings of fact and, if necessary, draft appropriate findings of overriding considerations. These EIR certification documents will be prepared using the District's format and provided to the District and its legal counsel for review.
- 3.16 Upon receipt of District comments on the Response to Comments document, Consultant will finalize the Response to Comments and prepare the draft final findings of fact and findings of overriding consideration for review by the District and its legal counsel.

- Deliverables:**
1. Initial memorandum compiling comments received on the DEIR during public review and recommending a response strategy.
  2. Response to Comments documentation.
  3. Findings of Fact and Statements of Overriding Considerations.
  4. Printing and mailing of Response to Comments document by certified mail, return receipt.

**TASK 8. Preparation of Mitigation/Monitoring Plan**

- 3.17 The California Public Resources Code §21081.6 (AB 3180) requires that a lead or responsible agency adopt a Mitigation Monitoring Program (MMP) when approving or carrying out a project where an environmental document, either an EIR or a mitigated negative declaration (MND), has identified measures to reduce potential adverse environmental impacts to levels that are less than significant. The District is the Lead Agency for the MDP Project and, therefore, is responsible for implementation of the MMP.
- 3.18 The MMP includes Standard Conditions and Mitigation Measures, all of which have been identified as measures to reduce potential adverse environmental impacts. The District will adopt the MMP in its capacity as the CEQA Lead Agency in accordance with the provisions of the CEQA (Cal. Pub. Res. Code §§21000, et seq.) and implementation guidelines (14 Cal. Code Regs. §§15000, et seq.) (the *CEQA Guidelines*).

- Deliverables:**
1. Three copies and one CD of the MMP.

**TASK 9. Preparation of Final EIR**

- 3.19 Upon completion of the certification process, Consultant will prepare the Notice of Determination (NOD). The District, as lead agency, will present the Final EIR to its Board of Supervisors for certification and approval of the Master Drainage Plan. A copy of the NOD will also be sent to the State Clearinghouse.
- 3.20 Preparation of the CEQA Final EIR administrative record for use by the District is not included in this scope of work; Consultant can prepare this under a separate agreement if the District chooses to not use its own staff for this work. Consultant will provide a copy of the Response to Comments received on the Draft EIR, the Mitigation Monitoring Program, and Findings of Fact to complete the Final EIR documentation.

- Deliverables:**
1. Staff support services as requested up to 20 hours.

2. Attendance at two Board of Supervisors Meetings
3. One copy of the Draft EIR, Responses to Comments Document, Mitigation and Monitoring, and Findings of Fact Document which constitute the basic elements of a Final EIR under CEQA.

**TASK 10. Meetings – Environmental**

3.21 Consultant will attend monthly meetings with District staff to review and discuss the project progress, issues resolution, and technical feedback.

**Deliverables:** 1. Attendance at bi-monthly project team meetings held at the District.

**4.0 WORK PRODUCT**

- 4.1 All work papers prepared in connection with the above service will remain the property of the successful Respondent; however, all reports rendered to the District are the exclusive property of the District and subject to its use and control.
- 4.2 The Respondent shall include in the bid a sufficient sum to cover all items, including labor, equipment and materials, which are implied or required to complete the project or work. Errors or omissions in the contract document will not serve as an excuse for additional payment. The Respondent will not be paid for any abatement completed by their own error, or errors of their employees.

**5.0 TIMELINE**

**DATES:**

- |   |   |
|---|---|
| 1. RELEASE OF REQUEST FOR PROPOSAL  | December 28, 2009   |
| 2. NON-MANDATORY BIDDER'S MEETING   | January 11, 2010 @ 2:00 PM  |
| 3. DEADLINE FOR SUBMISSION OF QUESTIONS<br>(Refer to Section 14.0 of RFP) | January 13, 2010 @ 4:30 PM  |
| 4. RESPONSES TO QUESTIONS FROM DISTRICT                                   | January 18, 2010  |
| 5. DEADLINE FOR PROPOSALS   | January 25, 2010 @ 4:30 PM  |
| 6. TENTATIVE DATE FOR ORAL INTERVIEWS<br>(If conducted)                   | TBD   |
| 7. TENTATIVE DATE FOR AWARDED CONTRACT                                    | Approximately 30-145 days after the RFP closes.<br>The District will contact all respondents. |

**6.0 PERIOD OF PERFORMANCE**

The Period of Performance shall be for the duration of the Project as noted in the Respondents' proposed work schedule.

## 7.0 PROPOSAL SUBMITTAL

### PACKAGING

7.1 Proposals shall be enclosed in a sealed package. Respondent's name and address shall appear in the upper left-hand corner of the package. All proposals shall be identified with "RFP FCARC-034 / Respondent Proposal" legibly written on the outside of the package(s). If multiple packages are submitted, each package must be legibly numbered, i.e., 1 of 3, as required.

### SUBMITTAL

7.2 All proposals shall be signed by an authorized agent. Consultant shall submit a proposal package consisting of:

- One (1) original and four (4) additional copies, each in a 3 ring binder. The original must be clearly marked as "Original" on the outside cover, and each copy must be clearly marked "Copy."
- The Cost Proposal must be included in the Original proposal, and sealed in a separate envelope clearly marked with the Firm Name, RFP FCARC-034 and the title, "Cost Proposal".

### **ALL BIDS MUST BE SENT TO:**

Riverside County Flood Control  
and Water Conservation District  
Attention: Annie Ortega/Buyer  
**RFP# FCARC-034 / Respondent Proposal**  
1995 Market Street  
Riverside, CA 92501

7.3 **In Person Delivery:** All proposals delivered in person or by courier, must have the receptionist at the front desk date and time stamp all proposals upon receipt. Respondents or courier will be given a copy of the receipt for their records. Proposals received after the stated time and date, will be considered late and will be returned.

7.4 **Standard Mail:** Late proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals received after January 25, 2010 @ 4:30 PM will be considered late and will be returned.

7.5 The District will not be responsible for submittals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District. Proposals received at any other County office will not be accepted. Faxed or emailed proposals will not be accepted.

## 8.0 GENERAL REQUIREMENTS

### **Procedures for Submitting Proposals**

8.1 Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of the Proposals. All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page with a Statement of Compliance and Minimum Requirements to meet the requirements specified.

8.2 The cover page of a responsive bid must be signed appropriately and completed with the Date, Firm Name, and Name and Title of a Firm Officer/Owner authorized to sign on behalf of the Firm. (Page 4 of this RFP)

8.3 The District reserves the right to waive, at its discretion, any irregularity, which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.

8.4 The District reserves the right to request clarification of information submitted, and to request additional information from any Respondent.

- 8.5 The District reserves the right to withdraw the RFP, to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.
- 8.6 The District shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 8.7 Modification of Proposals, any Respondent who wishes to make modifications to a proposal already received by the District must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink; properly initialed by the Respondent's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Respondent to ensure that modified proposals are resubmitted before the RFP submitted deadline.
- 8.8 Respondents may withdraw their proposals at any time prior to the due date and time by submitting notification of withdraws signed by the Respondent's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.9 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single or double sided, each section clearly titled, with tabs A-P, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. **Receipt of all addendums, if any, must be acknowledged in the proposal.**
- 8.10 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 8.11 A proposal may be considered non-responsive if conditional, incomplete, or if it contains alternations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

## **9.0 REQUIRED FORMAT OF PROPOSALS**

- 9.1 Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. The information required below will be used to evaluate the Respondent's proposal based on the criteria outlined in Section 11. Respondents may be deemed non-responsive if they do not respond to all Sections, A through P.
- 9.2 Each Proposal shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below:
- A. Executive Summary Letter and Proposal Cover Page (Page 4 of this RFP)
  - B. Table of Contents
  - C. Validity of Proposal
  - D. Statement of Compliance
  - E. Certificate of Insurance
  - F. Minimum Requirements
  - G. Firm Experience
  - H. Project Team
  - I. Project Schedule
  - J. Record of Past Performance
  - K. Technical Approach and Methodology
  - L. Cost Proposal (***Must be submitted in a separate sealed envelope.***)

- M. Subcontractors/Subconsultants
- N. Financial Information
- O. Conflict of Interest
- P. Business Outreach Program Compliance

A. Executive Summary Letter and Proposal Cover Page

The Executive Summary Letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFP. This letter must include the following information: Company Name, Address, Contact Person, Telephone Number, and Email Address.

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

B. Table of Contents

This section must contain a comprehensive table of contents that identifies material by sections A-O (in order listed above) and by sequential page numbers.

C. Validity of Proposal

Responses to this RFP should be valid for a minimum of twelve (12) months. Submissions not valid for at least twelve (12) months must state the length of time for which the submitted proposal shall remain valid.

D. Statement of Compliance

Respondent shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording/changes, reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided.

E. Certificate of Insurance

Respondent shall state herein the willingness and ability to provide the required insurance coverage and accord insurance form. Insurance requirements are listed below and in the Sample Agreement attached (Exhibit H). The District shall request the actual insurance form when recommendation for award is made.

- General Liability = **\$ 1,000,000**
- Vehicle Liability = **\$ 1,000,000**
- Worker's Compensation insurance covering all of the Consultant's employees shall be furnished in accordance with the Statutory Requirements of the District and shall include Employer's Liability insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.
- Professional Liability or Errors and Omissions = **\$1,000,000 per occurrence / \$2,000,000 annual aggregate**

F. Minimum Requirements

In this section, Respondents shall (in addition to demonstrating that it meets the minimum requirements) affirm that it meets the minimum requirements by including the following statement: "I certify that I meet the minimum requirements." Respondent's proposals may be deemed non-responsive if these minimum requirements are not met.

G. Firm Experience

Respondent shall demonstrate its experience in the following:

- Developing an EIR report.

H. Project Team

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

- Organizational chart and staffing plan identifying key personnel and related support staff (including subconsultants) that will perform and/or assist with the required services and deliverables. Job classifications shall be defined for all key personnel and support staff.
- Listing with job titles and resumes of key personnel that will perform the requested services. Resumes shall highlight title, education, licenses (issue and expiration dates), similar project experience within last 5 years, and other qualifications for the service described in this RFP.
- Resource allocation table that identifies the individual classifications (prime and subconsultants) that will be performing the requested services and deliverables. Respondent shall use Exhibit D as a sample. Task Orders will be used to further define elements of work and shall include a negotiated schedule, price, deliverables and other terms and conditions for the particular task. All Task Orders must be approved and signed by the Agreement Administrator and the Respondent.

I. Project Schedule

Provide a detailed schedule that identifies work activity periods for individual tasks/subtasks and project milestone dates. **Schedule shall incorporate all necessary review time for deliverables and shall include hours necessary to complete each task/subtask shall be clearly defined for each classification.**

J. Record of Past Performance

Respondent shall describe in detail its experience that demonstrates the ability of the Respondent to perform work similar in scope and size to that required in this RFP. Respondent shall:

- Cite all projects Respondent has worked on within the last three (3) years that are most relevant in size and scope to the services requested in this solicitation. For each, Respondent shall provide the project title, a narrative/brief description, and indicate your firm's role (i.e. lead firm, support role, etc.). Respondent shall also describe the final project and the benefit realized by the client as a result of this work. Most current projects shall be listed first. All other pertinent information shall be provided including, but not limited to:
  1. Client name and address
  2. Client contact name, telephone and fax number, and email address
  3. Project schedule and cost
  4. Names of key personnel of the Respondent's team that participated on the names projects and their specific responsibilities
- Respondent shall choose three (3) projects from those cited above that best demonstrate the firm's qualifications and provide a detailed description of each. Provide the project schedule for each project. Identify the firm's responsibilities, problems/issues encountered, solutions recommended, results generated, and the final product and benefits realized by the client as a result of the work.
- Respondent must submit a minimum of three (3) client references from different sources for work performed within the past five (5) years similar in size and scope of the Scope of Services in this RFP. (Refer to Exhibit B).

K. Technical Approach and Methodology

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

L. Cost Proposal

Based on its understanding and recommendations, Respondent shall submit a fixed-price cost proposal reflecting a bottom-line price to deliver all the services requested under this solicitation. Respondent shall provide sufficient detail/description in its cost proposal for the District to evaluate the overall quality of the proposed service. Respondent's cost proposal will be reviewed for:

- Competiveness and reasonableness of costs
- Complete and detailed costs, including indirect costs

Respondent shall utilize Exhibit E to identify the individual classifications (prime and subcontractors/subconsultants) that will be performing the requested services. Hours necessary to complete each task/subtask and hourly rates shall be clearly defined for each classification. Respondent shall submit Exhibit E in a sealed envelope and clearly labeled with Firm Name, RFP FCARC-034, and title, "Cost Proposal". The Cost Proposal packet must be submitted in the proposal binder marked "Original."

M. Subcontractors/Subconsultants

Respondent shall submit herein a list of any subcontractors/subconsultants they intend to contract with to provide the services described in this RFP. All work to be completed by subcontractors/subconsultants shall be clearly defined.

N. Financial Information

Respondent must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year, prepared in accordance with generally accepted accounting principles. These statements should clearly identify the financial status and condition of the Respondent's entire business entity. **Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential.** Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

O. Conflict of Interest

Respondent must complete (and its subcontractors/subconsultants) and submit the Conflict of Interest Statement attached herein as Exhibit G.

P. Business Outreach Program Compliance

Local Preference: The District complies with a local preference program adopted by the County of Riverside for those Respondents located within the geographical boundaries of Riverside County. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFP to that Riverside County location. To qualify for local preference, RESPONDENT must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit, attached herein as Exhibit F.

Or

Disabled Veteran Business Enterprise Preference: The District complies with a Disabled Veteran Owned Business preference policy implemented by the County of Riverside. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the District from certified disabled veterans owned businesses. RESPONDENT must provide certification of Disabled Veteran Status. If the bid is submitted by a non-disabled veteran owned business, but lists subcontractors/subconsultants that are identified and qualified as disabled owned businesses, the total bid price will be adjusted by 3% of the value of that subcontractor/subconsultant's portion of the bid.



## 10.0 COMPENSATION

The District shall pay the Consultant for services performed and expenses incurred and compensation shall be paid in accordance with an invoice submitted to District by Consultant within fifteen (15) days from the last day of each calendar month, and District shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice. It is mutually agreed and understood that the obligation of the District is limited by and contingent upon the availability of District funds for reimbursement of Consultant fees. In the event that such funds are not forthcoming for any reason, District shall immediately notify Consultant in writing, and only services rendered will be paid in full. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of District notification by Consultant.

## 11.0 EVALUATION CRITERIA

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

11.1 Proposals will first be reviewed on a Pass/Fail basis. Proposals with the following conditions may be rejected as non-responsive, if:

- Proposal is post-marked after the deadline for this RFP.
- Proposal shows an inability to meet the insurance requirements. (Section 9.0, Segment E) and (Exhibit H)

11.2 If the Respondent has met both requirements noted above, then the following evaluation criteria will be used for the evaluation and selection of each Respondent. Each proposal will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below and as described in Section 9.0. The order of the listed criteria is not indicative of their priority, weight or importance:

- Overall responsiveness and general understanding of the RFP requirements
- Firm's experience and ability
- Project team
- Project schedule
- Record of past performance
- Technical approach and methodology
- Financial status
- Clarification, Exceptions or Deviations
- Business Outreach Program Compliance

11.3 A final Consultant selection will be made based on one of the following methods:

Alternative 1: The highest ranked firm will be invited to negotiate fees for the Scope of Services. If such negotiations are not successful, the District may negotiate with the next most highly ranked firm or may reopen the RFP process.

Alternative 2: If the top three (3) firms are equally qualified, the District may open the sealed cost proposals from all three of those firms and base selection on the most competitive bid.

11.4 After a Consultant has been selected by the District, the District and Consultant will negotiate a contract for submission to the Board of Supervisors for their consideration and possible approval.

## **12.0 EVALUATION PROCESS**

### GENERAL

- 12.1 All contacts during the review selection phase will be only through the Buyer. Attempts by the Respondent to contact any other District representative may result in disqualification of the Respondent.
- 12.2 All evaluation material will be considered Confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

### EVAULATION PROCESS

- 12.3 Proposals will be reviewed by the Buyer to verify compliance with submission instructions, response requirements, and minimum requirements. Any proposals not meeting the minimum requirements may be deemed non-responsive.
- 12.4 Proposal evaluation will commence immediately following the review conducted by the Buyer. During the evaluation process, the Selection Committee may request clarification, as necessary, from Respondents. Respondents should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 30-145 working days. Respondents will be notified via email regarding the status of Respondent's proposal.
- 12.5 The District may select qualified Respondent(s) based solely on the submitted proposal.
- 12.6 Following the evaluation of the submitted proposals, a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 11. The District may elect to have the short list of Respondents give oral presentations. Short-listed Respondents must be prepared to give their presentation within five (5) business days of the request by the District. The evaluation panel may ask questions about Respondent's written proposal and other issues regarding the scope of work. Presentations will be evaluated and the District may ask short-listed firms to submit a "best and final" proposal. The short-list interview may be scored. In addition to interviews with the short-list of Respondents, the Selection Committee may also conduct on-site visits and/or tours of the Respondents place of business.

### NEGOTIATIONS

- 12.7 Negotiations regarding agreement terms, conditions, scope of work and pricing (if applicable) may or may not be conducted with Respondent. Therefore, proposals submitted should contain the Respondent's most favorable terms and conditions, since the selection and award may be made without any on-site visit, interviews, or further discussion or negotiations with any Respondent. If the District engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The District may elect to contact another firm who has submitted a proposal. This sequence may continue until an agreement is reached.

## **13.0 INTERPRETATION OF RFP**

- 13.1 The Respondent must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Respondent planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and the District website at [www.rcflood.org](http://www.rcflood.org). The District is not responsible for any other explanations or interpretations.
- 13.2 All Respondent questions, clarifications or comments must be submitted in writing and must be received by the District no later than January 11, 2010 by 4:30 PM. Inquiries received after this date will not be accepted or responded to. Ensure all questions, clarifications or comments are addressed to:

EMAIL: [annieortega@rcflood.org](mailto:annieortega@rcflood.org)

13.3 All email correspondence shall be clearly marked in the subject line with "RFP FCARC-034 / Questions". Within the body of the email, each inquiry must reference the section number and title from the RFP that the question pertains to.

#### **14.0 CONTRACTUAL DEVELOPMENT**

14.1 Upon selection of the most qualified firm on the basis of demonstrated competence and qualifications for the type of professional services required, the District will negotiate a price which it determines as fair and reasonable. If the District is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will terminate and negotiations with the second ranking Respondent shall commence. A sample of the standard County contract to be used for this project is attached as Exhibit H. The District and the Consultant will negotiate a Contract(s) for submission to the Board of Supervisors for their consideration and possible approval.

14.2 Payment by the District for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the District and approved by the appropriate District representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

#### **15.0 PUBLIC RECORDS**

All proposals become the property of the District. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Respondent as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY." Otherwise the Respondent agrees that any and all documents provided may be released to the public after contract award. The District will use its best efforts to inform any proposer of any request for disclosure of any such document. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. The District will not be held responsible for disclosure of any "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" documents that are not contained in envelopes and prominently marked.

#### **16.0 CONFIDENTIALITY AND PROPRIETARY DATE**

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

**17.0 COUNTY OBSERVED HOLIDAYS**

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

**\* Note:**

1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
2. Friday following Thanksgiving Day.
3. December 24 and 31 when they fall on Monday.
4. December 26 and January 2, when they fall on Friday.
5. Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
6. The District is closed every Friday. Business hours are from 8:00 AM to 5:00 PM, Monday through Thursday.

**EXHIBIT A**

**RESPONDENTS PARTICIPATION FORM**

This form shall include all prime consultants, partners and subconsultants.

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name, Address, Telephone and E-mail address	<u>Relationship</u> : Prime, Joint Venture, Subconsultant	Type of work to be Completed	Percentages of Services (RFP Only)	LB*	DVBE**
<b>TOTAL:</b>					

**NOTES:**

\* LB – Local Business

\*\* DVBE – Disabled Veterans Business Enterprise

**EXHIBIT B**

**RESPONDENTS REFERENCE FORM**

Respondents shall provide a minimum of 3 and a maximum of 5 references (preferably local government agencies) utilizing the template below.

**FIRM NAME**

CONTACT

TITLE

TELEPHONE NO.

EMAIL

NUMBER OF YEARS CONDUCTING  
BUSINESS WITH THIS FIRM

DATE LAST SERVICES WERE PROVIDED

STATEMENT OF WORK (SOW) FOR  
THE LAST SERVICE PROVIDED

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**EXHIBIT C**

**PROPOSED WORK PLAN / TASK ORDER**

Respondents shall provide a separate Proposed Work Plan for each Alternative, 1 through 5.

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ALTERNATIVE NO: \_\_\_\_\_

TASK ORDER NO: \_\_\_\_\_

REVISION: \_\_\_\_\_

TASK DESCRIPTION:

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DELIVERABLE ITEMS:

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PERIOD OF PERFORMANCE: From: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

NOT-TO-EXCEED MANHOURS: \_\_\_\_\_

AUTHORIZED CLASSIFICATIONS/INDIVIDUALS:

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AUTHORIZED SUBCONTRACTORS/SUBCONSULTANTS

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AUTHORIZED CONSULTANT REPRESENTATIVE:

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SUBCONSULTANTS/SUBCONTRACTORS REPRESENTATIVE:

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY RESPONDENT'S AGREEMENT ADMINISTRATOR:

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_


**EXHIBIT D**

**RESOURCE ALLOCATION TABLE (Sample)**

Respondents shall provide a separate Resource Allocation Table for each Alternative, 1 through 5.

ALTERNATIVE NO: \_\_\_\_\_

REVISION: \_\_\_\_\_

	Principal	Project Manager	Project Engineer	Environmental Specialists	Administrative Support	<b>TOTAL HOURS</b>
<b>TASKS</b>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>
Task 1						
Subtask 1A						
Subtask 1B						
Subtask 1C						
...						
Task 1 Subtotal						
Task 2						
Subtask 2A						
Subtask 2B						
Subtask 2C						
...						
Task 2 Subtotal						
						
Task 10						
Subtask 10A						
Subtask 10B						
Subtask 10C						
...						
Task 10 Subtotal						
<b>TOTAL HOURS (#)</b>						

NOTES:

1. Resource allocation worksheet(s) are required for prime consultant and subconsultants.



**EXHIBIT E**  
**COST PROPOSAL**

Exhibit E is to be submitted:

- In the original proposal only
- In a sealed envelope separate from proposal documents
- Labeled with: Firm Name, RFP FCARC-034, and title, "Cost Proposal."

**FIRM NAME**

AUTHORIZED REPRESENTATIVE

TITLE

TELEPHONE NO.

EMAIL

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Please provide detailed Firm Fixed Lump Sum Price and any other incidental or additional costs required in the spaces provided below to complete the Scope of Work requirements. Firm Fixed Prices to complete each task shall include the costs of all administration and overhead, project site visits, preproduction costs, telephone usage, mailings, mileage and other administrative costs. NOTE: Price proposals submitted on forms other than those provided herein may cause rejection of the proposal as non-responsive.

Total Price, written in numbers: \$

Total Price, written in words:

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Respondent's Cost Proposal must include all of the following:

- Part I          Labor Classification Itemization
- A. Direct Labor
  - B. Non-Labor / Direct Costs

Part II:          Cost Proposal for Project/Task Order

PART I: LABOR CLASSIFICATION ITEMIZATION (Sample)  
 Subsection A: Direct Labor

DIRECT LABOR		INDIRECT RATE <sup>1</sup>	SUBTOTAL	PROFIT	FULLY BURDENED RATE <sup>2</sup>
CLASSIFICATION	UNBURDENED HOURLY RATE (\$\$\$)	(%)	(\$\$\$)	(%)	(\$\$\$)

\*\* SAMPLE

DIRECT LABOR		INDIRECT RATE	SUBTOTAL	PROFIT	FULLY BURDENED RATE
CLASSIFICATION	UNBURDENED HOURLY RATE (\$\$\$)	(%)	(\$\$\$)	(%)	(\$\$\$)
Project Manager	\$ 50.50	145%	\$ 123.73	6%	\$ 131.15

Subsection B: Non-Labor/Direct Costs

DESCRIPTION	COST
Total:	

<sup>1</sup> Indirect Rate should be expressed as a percentage. Consequently, multipliers should be converted to an equivalent percentage.


<sup>2</sup> The Fully Burdened Rate should be calculated as follows:  
 (Unburdened Hourly Rate) x (Indirect Cost Percentage) = Subtotal  
 (Subtotal) x (Profit Percentage) = Fully Burdened Rate

**PART II: COST PROPOSAL FOR PROJECT/TASK ORDER (Sample)**

Respondents shall provide a separate Resource Allocation Table for each Alternative, 1 through 5.

ALTERNATIVE NO: \_\_\_\_\_

REVISION: \_\_\_\_\_

	Principal	Project Manager	Project Engineer	Environmental Specialists	Administrative Support	<b>TOTAL HOURS</b>	<b>TOTAL COST</b>
<b>RATE (\$/hr):</b>							
<b>TASKS</b>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i>\$</i>
Task 1							
Subtask 1A							
Subtask 1B							
Subtask 1C							
...							
Task 1 Subtotal							
Task 2							
Subtask 2A							
Subtask 2B							
Subtask 2C							
...							
Task 2 Subtotal							
							
Task 10							
Subtask 10A							
Subtask 10B							
Subtask 10C							
...							
Task 10 Subtotal							
<b>TOTAL HOURS (#)</b>							
<b>TOTAL COST (\$)</b>							

**NOTES:**

1. Resource allocation worksheet(s) are required for prime consultant and subconsultants.

**EXHIBIT F**

**LOCAL BUSINESS QUALIFICATION AFFIDAVIT**

The Riverside County DISTRICT Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP.

**Definition of Local Business**

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the Riverside County DISTRICT to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the firm's employees, during normal business hours.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc):  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

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

**EXHIBIT G**

**CONFLICTS OF INTEREST STATEMENT**

The Riverside County Flood Control’s Conflict of Interest Policy disallows the District’s directors and staff from having certain financial or personal relationships with contractors/consultants. The questions that follow are intended to alert the District to potential violations of the policy. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows the District to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, the District reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate the District’s policies or California law, and thus preclude a respondent’s participation in this award.

All Respondents and proposed subcontractors/subconsultants must respond to each of the following questions. For responses answered “yes”, respondents and proposed subcontractors/subconsultants are requested to attach additional sheets to fully describe the potential conflict. The District may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

- 
1. To the best of your knowledge, do any current District employees have any of the following financial relationships with your firm or with proposed subcontractors/subconsultants?

- |                        |                          |   |
|------------------------|--------------------------|---|
| Owner                  | <input type="checkbox"/> | <input type="checkbox"/>  |
| Member                 | <input type="checkbox"/> | <input type="checkbox"/>  |
| Partner                | <input type="checkbox"/> | <input type="checkbox"/>  |
| Officer                | <input type="checkbox"/> | <input type="checkbox"/>  |
| Employee               | <input type="checkbox"/> | <input type="checkbox"/>  |
| Contractor; Consultant | <input type="checkbox"/> | <input type="checkbox"/>  |
| Broker                 | <input type="checkbox"/> | <input type="checkbox"/>  |
| Major Stockholder:     | <input type="checkbox"/> | <input type="checkbox"/> Major Stockholder means ownership of 3% or more of firm stock. |

If “Yes” to any of the above, did this individual participate in formulating your submittal?

[Yes]  [No]

2. Are you, or to the best of your knowledge are any officers or key employees of your firm or proposed subcontractors/subconsultants a relative of any current District employee? For purposes of this question, “relative” includes a spouse or domestic partner, child, parent, parent-in-law, child-in-law, grandparent, grandchild, sibling, stepbrother or stepsister, stepparent or stepchild.

[Yes]  [No]

3. To the best of your knowledge is a District employee seeking or being considered for employment by your firm or by proposed subcontractors/subconsultants?

[Yes]  [No]

4. In the preceding twelve (12) months have you, or to the best of your knowledge have any officers or key employees of your firm or proposed subcontractors/subconsultants arranged or delivered any gifts (including entertainment), donations, campaign contributions, or anything else of value to any District employee?

[Yes] [No]

5. Have you, or to the best of your knowledge have any officers or key employees of your firm or proposed subcontractors/subconsultants ever been employed by the District?

[Yes] [No]

**I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.**

Name (Type or Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT H**

**SAMPLE AGREEMENT**

**PROFESSIONAL or PERSONAL SERVICE AGREEMENT**

**for**

**(INSERT NAME OF PROGRAM)**

**between**

**Riverside County Flood Control and Water Conservation District**

**and**

**(INSERT COMPANY NAME)**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between (INSERT COMPANY NAME), (herein referred to as "CONSULTANT"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** CONSULTANT shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, and Payment Provisions, consisting of (INSERT # OF PAGES) pages.

**1.2** CONSULTANT represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the DISTRICT relies upon this representation. CONSULTANT shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONSULTANT affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT agrees it can properly perform this work at the prices stated in Exhibit B. CONSULTANT is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the DISTRICT of the CONSULTANT's performance under this Agreement does not operate as a release of CONSULTANT's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through (INSERT DATE), with the option to renew for (INSERT # OF RENEWALS YEARS), renewable in one year increments by written amendment, unless terminated earlier. CONSULTANT shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The DISTRICT shall pay the CONSULTANT for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by DISTRICT to CONSULTANT shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, DISTRICT shall not be responsible for payment of any of CONSULTANT's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONSULTANT offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange DISTRICT areas (Insert type of item or service) and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONSULTANT shall be paid only in accordance with an invoice submitted to DISTRICT by CONSULTANT within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, DISTRICT is not allowed to pay excess interest and late charges.

**3.4** The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing; and this Agreement shall be deemed terminated and have no further force and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee are the only authorized DISTRICT representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONSULTANT for additional payment related to this Agreement shall be made in writing by the CONSULTANT within 30 days of when the CONSULTANT has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONSULTANT. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONSULTANT pursuant to the claim. Nothing in this section shall excuse the CONSULTANT from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONSULTANT stating the extent and effective date of termination.

**5.2** DISTRICT may, upon five (5) days written notice, terminate this Agreement for CONSULTANT's default, if CONSULTANT refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

**5.3** After receipt of the notice of termination, CONSULTANT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.4** After termination, DISTRICT shall make payment only for CONSULTANT's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

**5.5** CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **6. Ownership/Use of Contract Materials and Products**

The CONSULTANT agrees that all materials, reports or products in any form, including electronic, created by CONSULTANT for which CONSULTANT has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT; and may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONSULTANT agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the DISTRICT.

#### **7. Conduct of CONSULTANT**

**7.1** The CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONSULTANT's performance under this Agreement. The CONSULTANT further covenants that no person or subCONSULTANT having any such interest shall be employed or retained by CONSULTANT under this Agreement.

The CONSULTANT agrees to inform the DISTRICT of all the CONSULTANT's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

**7.2** The CONSULTANT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONSULTANT is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONSULTANT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

## **8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONSULTANT shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONSULTANT's conformity with the terms of this Agreement. If any services performed or products provided by CONSULTANT are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONSULTANT to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the DISTRICT shall have the right to: (1) require the CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONSULTANT any costs incurred by the DISTRICT because of the CONSULTANT's failure to perform.

**8.2** CONSULTANT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess or evaluate CONSULTANT's performance under this Agreement at any time upon reasonable notice to CONSULTANT.

## **9. Independent CONSULTANT**

The CONSULTANT is, for purposes relating to this Agreement, an independent CONSULTANT and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONSULTANT shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONSULTANT in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

## **10. Subcontract for Work or Services**

No contract shall be made by the CONSULTANT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

## **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside DISTRICT before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONSULTANT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONSULTANT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the DISTRICT of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONSULTANT agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside DISTRICT. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONSULTANT; and DISTRICT shall in no way be responsible to CONSULTANT for other entities' purchases.

**14. Non-Discrimination**

CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONSULTANT shall make available, upon written request by any duly authorized Federal, State or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONSULTANT's costs related to this Agreement. All such books, documents and records shall be maintained by CONSULTANT for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONSULTANT shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**

**16.1** The CONSULTANT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONSULTANT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this Agreement. The CONSULTANT shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONSULTANT in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

(INSERT DEPARTMENT NAME)  
(INSERT ADDRESS)

**CONSULTANT**

(INSERT CONSULTANT NAME)  
(INSERT ADDRESS)

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent CONSULTANT(s) form **DE 542** to the Employment Development Department. The CONSULTANT agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another Consultant. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONSULTANT shall indemnify and hold harmless the DISTRICT of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONSULTANT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification of DISTRICT. CONSULTANT's obligations hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the DISTRICT.

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

**21.3** CONSULTANT's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to DISTRICT pursuant to this Agreement. In the event of any such action or claim, CONSULTANT shall provide immediate notice to DISTRICT of the action or claim. CONSULTANT may defend or settle the action or claim as CONSULTANT deems appropriate; however, CONSULTANT shall be required to obtain for DISTRICT the right to continue to use the material or product

(or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## **22. Insurance**

Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

### **22.1 Workers' Compensation**

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

### **22.2 Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the DISTRICT of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the DISTRICT of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

### **22.4 Professional Liability Insurance**

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

### **22.5 General Insurance Provisions - All lines**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONSULTANT must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the DISTRICT of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of



the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The DISTRICT'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

### **23. General**

**23.1** CONSULTANT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

**23.3** In the event the CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONSULTANT shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONSULTANT.

**23.4** CONSULTANT shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONSULTANT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONSULTANT warrants that it has good title to all materials or products used by CONSULTANT or provided to DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The DISTRICT agrees to cooperate with the CONSULTANT in the CONSULTANT's performance under this Agreement, including, if stated in the Agreement, providing the CONSULTANT with reasonable facilities and timely access to DISTRICT data, information and personnel.

**23.8** CONSULTANT shall comply with all applicable Federal, State and local laws and regulations. CONSULTANT will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONSULTANT shall comply with the more restrictive law or regulation.

**23.9** CONSULTANT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

**23.10** CONSULTANT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**DISTRICT:**

(INSERT DEPARTMENT NAME)  
(INSERT ADDRESS)

Signature: \_\_\_\_\_

Print Name: (YOUR NAME HERE) \_\_\_\_\_

Title: (INSERT TITLE) \_\_\_\_\_

Dated: \_\_\_\_\_

**CONSULTANT:**

(INSERT CONSULTANT NAME)  
(INSERT ADDRESS)

Signature: \_\_\_\_\_

Print Name: (CONSULTANT NAME HERE) \_\_\_\_\_

Title: (INSERT TITLE) \_\_\_\_\_

Dated: \_\_\_\_\_



**EXHIBIT A  
SCOPE OF SERVICE**

(INSERT SCOPE OF SERVICE)

**EXHIBIT B  
PAYMENT PROVISIONS**

(INSERT PAYMENT SCHEDULE)

SAMPLE