

REQUEST FOR QUOTE (RFQ)
FCARC – 037

Auditing Services



Prepared By:
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Riverside County Flood Control & Water Conservation District
1995 Market Street; Riverside, CA 92501
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INSTRUCTIONS TO RESPONDENTS

Bid Issue Date: Tuesday, April 6, 2010
 Buyer: Annie Ortega, annieortega@reflood.org

- I. **Vendor Registration** – Unless stated elsewhere in this document, vendor must register online at 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 365 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 or contact Riverside County Purchasing at (951) 955- 4937 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 2:30 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 a possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. 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 License 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 ARE HEREBY MADE PART OF THIS RFQ/P
 Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

<input checked="" type="checkbox"/> APPENDIX “A”	<input 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 RFQ	
<input type="checkbox"/> #116-140 Special Conditions Personal/Professional Services RFQ		<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 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

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals from qualified firms to conduct Auditing Services as detailed in Appendix A.

There will be a Non-Mandatory bidders meeting on:

- Date: Thursday, April 15, 2010
- Time: 10:00 a.m. PST
- Location: Riverside County Flood Control District; 1995 Market Street, Riverside, CA 92501

BID CLOSING DATE: Tuesday, May 4, 2010 no later than 2:30 PM.

FAXED PROPOSALS WILL NOT BE ACCEPTED

After close of this RFQ, the award will be announced within 30 – 60 days. If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the District and County Purchasing websites.

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 RFQ for qualifications)

___ Local Business (Form 116-260 must be completed and submitted with the Respondent's proposal; Exhibit D)

___ Disabled Veteran Business Enterprise

APPENDIX A

1.0 DEFINITIONS

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

- A. "Addendum" shall mean an amendment or modification to the RFQ.
- B. "Bid" shall mean the proposal submitted by Respondents 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.
- C. "CAFR" shall mean Comprehensive Annual Financial Report.
- D. "Consultant" shall mean the successful Respondent to this RFQ who enters into a written Contract with Riverside County Flood Control and Water Conservation District.
- E. "Contract" shall mean the written agreement resulting from this RFQ executed by Riverside County Flood Control and Water Conservation District and Consultant.
- F. "District" shall mean Riverside County Flood Control and Water Conservation District.
- G. "FASB" shall mean Financial Accounting Standards Board.
- H. "GAAP" shall mean Generally Accepted Accounting Principles.
- I. "GAAS" shall mean Generally Accepted Auditing Standards.
- J. "GASB" shall mean Governmental Accounting Standards Board.
- 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. "Project" shall refer to auditing services for Fiscal Years 2009-10, 2010-11, 2011-2012, 2012-13 and 2013-14.
- M. "Proposal" is used interchangeably with "Bid."
- N. "Respondents" shall mean an individual, firm, partnership, corporation or joint venture making a proposal or response to the District's Request for Quote.
- O. "RFQ" shall mean Request for Quote.
- P. "Should", "desirable", or "ask" means a requirement having a significant degree of importance to the objectives of the RFQ.
- Q. "Subcontractor/Subconsultant" shall mean any person, firm, or corporation performing work or providing service for the Respondents in support of the Scope of Services for an agreement.
- R. "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

2.1 Riverside County Flood Control and Water Conservation District is requesting proposals from qualified Respondents to provide auditing services and render an opinion for FY 2009-10, 2010-11, 2011-12, 2012-13, and 2013-14. The Consultant's opinion must include their reasons for qualifying the opinion, disclaiming an opinion or rendering an adverse opinion.

BACKGROUND

2.2 In accordance with the District Act, the District is required to have an annual audit performed on their financial statements and prepare a Comprehensive Annual Financial Report at the end of each fiscal year. The audit must be conducted in accordance with auditing standards generally accepted in the United States; standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; applicable pronouncements of Governmental Accounting Standards Board (GASB); and pronouncements of the Financial Accounting Standards Board (FASB).

3.0 SCOPE OF SERVICE

3.1 SCOPE OF SERVICE

3.1.1 To support the District with auditing services, the Consultant is to examine the District's financial records in accordance with generally accepted auditing standards as defined and described in:

- Generally Accepted Accounting Principles (GAAP)
- Governmental Accounting Standards Board (GASB)
- Governmental Auditing Standards issued by the Comptroller General of the United States
- Financial Accounting Standards Board (FASB)

3.1.1.1 Audit services must include an examination for compliance with acceptable directives of laws, regulations, and contracts or grant documents.

3.1.1.2 Evaluation of the District's internal controls and preparation of the District's CAFR.

3.1.2 The Consultant shall determine whether:

3.1.2.1 The financial statements of the District present fairly its financial position and the results of financial operations are in accordance with generally accepted accounting principles;

3.1.2.2 The District has an internal control structure and other control systems to provide reasonable assurance that it is managing District funds in compliance with applicable laws and regulations that may have a material impact on the financial statements;

3.1.2.3 The District has complied with applicable laws and regulations that may have a material impact on the financial statements.

3.1.3 The Consultant must:

3.1.3.1 Provide an audit checklist on or by June 1 prior to the end of the audited fiscal year.

- 3.1.3.2 Begin audit work on an agreed upon date prior to or at the beginning of the fourth week of August of each applicable year.
- 3.1.3.3 Advise on implementation of new and reviewed GASB pronouncements.
- 3.1.3.4 Review and comment on documents contained in all sections (introductory, financial and statistical) of the CAFR provided by the District financial staff.
- 3.1.3.5 Compile a draft of the financial statements for submittal to the Riverside County Auditor Controller's Office by the end of the second week of September of each applicable year.
- 3.1.3.6 Issue a financial opinion on the District's financial statements no later than the first week in November of each applicable year.
- 3.1.3.7 Compile and format CAFR on CD for printing no later than the second week in November of each applicable year.

3.2 **REPORTING REQUIREMENTS/DELIVERABLES**

Based on the audit work performed, the Consultant must issue the following reports:

- 3.2.1 A report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States.
- 3.2.2 A report on the internal control structure based on the Consultant's understanding of the control structure and assessment of control risk. The Consultant shall communicate all reportable conditions found during the audit in the report on internal controls. Non-reportable conditions discovered by the Consultant shall be reported either in the report on internal controls or in a separate letter to management. If the non-reportable conditions are reported in a separate letter, the letter will be referred to in the report on internal controls.
- 3.2.3 A report on compliance based on the audit of the financial statements performed in accordance with Government Auditing Standards. The Consultant shall communicate all instances of non-compliance, which could have a material affect on the general-purpose financial statements in the report on compliance.
- 3.2.4 A report disclosing the status of findings and recommendations from previous audits that have remained uncorrected should be included.
- 3.2.5 Consultant shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Chief Financial Officer, the Assistant Financial Officer and any other member of the District that is required.
- 3.2.6 Consultant must have drafts of the audit reports and recommendations to the District management available for review by the second week of November.
- 3.2.7 Report preparation, editing and printing shall be the responsibility of the Consultant.

3.3 ASSISTANCE TO BE PROVIDED TO THE CONSULTANT

3.3.1 The District represents that the books of account will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts for all months reconciled no later than the third week of August of each applicable year, immediately following the statement date.

3.3.2 District staff will prepare the following information on forms acceptable to the Consultant:

3.3.2.1 A final trial balance of each fund;

3.3.2.2 A final trial balance of each subsidiary ledger;

3.3.2.3 A schedule of District revenues, expenditures and beginning and ending balance by fund;

3.3.2.4 A copy of the final budget presented to the Board for audit period, the original budget ordinance for the audit period, and all amendments to the budget ordinance;

3.3.2.5 A copy of all capital projects and all amendments thereto for all projects beginning during the period or not fully completed prior to the period;

3.3.2.6 A schedule of insurance in force during the year and of insurance expense for the year;

3.3.2.7 A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date;

3.3.2.8 A schedule of all capital asset dispositions during the period;

3.3.2.9 A schedule of accounts payable at statement date;

3.3.2.10 Copies of all contracts with governmental grantor or grantee agencies;

3.3.2.11 Copies of all other contracts in force at statement date of a material amount; and

3.3.2.12 Such reasonable additional schedules as may be requested for financial audits.

3.3.3 District staff and responsible management personnel will be available during the audit to assist the Consultant by providing information and explanation.

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 Respondents 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. Respondents 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 QUOTE | Tuesday, April 6, 2010 |
| 2. NON-MANDATORY BIDDER'S MEETING | Thursday, April 15, 2010 @ 10:00 a.m. |
| 3. DEADLINE FOR SUBMISSION OF QUESTIONS
(Refer to Section 14.0 of RFQ) | Monday, April 19, 2010 @ 4:30 p.m. |
| 4. RESPONSES TO QUESTIONS FROM DISTRICT | Wednesday, April 21, 2010 |
| 5. DEADLINE FOR PROPOSALS | Tuesday, May 4, 2010 @ 2:30 p.m. |
| 6. TENTATIVE DATE FOR AWARDED CONTRACT | Approximately 30-60 days after the RFQ closes.
The District will contact all Respondents. |

5.1 The purpose of the Non-Mandatory Bidder's Meeting is to allow potential Respondents an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this meeting will not be a prerequisite for offering a proposal, Respondents are encouraged to attend. Any changes that may be made as a result of this meeting will be noted in an addendum to the Request for Quote.

6.0 PERIOD OF PERFORMANCE

The Period of Performance shall be for five (5) years, renewable in one-year increments, with the completion date of March 31, 2015, with no obligation by the District to purchase any specified amount of services.

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 "RFQ FCARC-037 / 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 two (2) 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."

ALL BIDS MUST BE SENT TO:

Riverside County Flood Control
and Water Conservation District
Attention: Annie Ortega/Buyer
RFQ# FCARC-037 / 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 May 4, 2010 @ 2:30 p.m. 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 RFQ in its entirety prior to preparation of the proposals. All proposals must be submitted in accordance with the standards and specifications contained within this RFQ 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 RFQ)
- 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 RFQ, to reject a specific proposal for noncompliance within the RFQ 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 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 RFQ 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-N, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable proposal. **Receipt of all addendums, if any, must be acknowledged in the proposal.** (*Refer to Section 9.2, Subsection A of RFQ*)
- 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 RFQ. 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 N.

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, Proposal Cover Page (*Page 4 of this RFQ*), and all Addendums (if any).
- B. Table of Contents
- C. Validity of Proposal
- D. Statement of Compliance (*Include Exhibit A*)
- E. Minimum Requirements
- F. Firm Experience
- G. Project Team
- H. Record of Past Performance
- I. Technical Approach and Methodology
- J. Cost Proposal (*Include Exhibit B*)
- K. Financial Information
- L. Conflict of Interest (*Include Exhibit C*)
- M. Business Outreach Program Compliance (*If applicable, include Exhibit D*)
- N. Certificate of Insurance (*Refer to Exhibit E*)

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

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

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

B. Table of Contents

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

C. Validity of Proposal

Responses to this RFQ 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 (Include Exhibit A)

Respondents 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. Minimum Requirements

In this section, Respondent 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.

F. Firm Experience

This section of the proposal is designed to establish the Respondent as an entity with the ability and experience to operate the program as specified in the RFQ. The following information must be provided:

1. Business name and legal business status (i.e. partnership, corporation, etc.).
2. Proof of nonprofit status, if applicable.
3. Company overview of services or activities performed, including:
 - The history of the firm;
 - The number of years in business under the present business name, as well as prior business names;
 - The number of years of experience providing the proposed, equivalent, or related services;
 - Company size – number of staff and client base.
 - Location of the office from which the work under this contract will be provided and the staff allocation at the office.
4. Whether the Respondent holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization. If none, that must be stated.
5. Firm Experience
 - a. Auditing financial statements in compliance with GAAP & GASB pronouncements, the auditing standards accepted in the United States, and the standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.
 - b. Familiarity with District manuals and standards.
 - c. Working relationship and willingness to respond to District requirements.

G. Project Team

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

- Company hierarchy (President, Vice President, Company Officers, etc.) and organization chart. Organizational chart and staffing plan must identify 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 RFQ.
- Resource allocation table that identifies the individual classifications (prime and subconsultants) that will be performing the requested services and deliverables.

H. 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 RFQ. 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 its 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 numbers, and email address
 3. Project schedule and cost
 4. Names of key personnel of the Respondent's team that participated on the project and their specific role.
- 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.

I. 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.

J. Cost Proposal (Include Exhibit B)

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:

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

Respondent shall utilize Exhibit B 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.

K. 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.

L. Conflict of Interest (Include Exhibit C)

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

M. Business Outreach Program Compliance (If applicable, include Exhibit D)

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 to that Riverside County location. To qualify for local preference, Respondents must include a copy of a Riverside Business Tax License that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit, attached herein as Exhibit D.

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 percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the District from certified disabled veterans owned businesses. Respondents 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.

N. Certificate of Insurance (Refer to Exhibit E)

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

- General Liability = **\$1,000,000**
- Vehicle Liability = **\$1,000,000**
- Workers' 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

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 upon receipt of District notification by Consultant.

11.0 PRICE INCREASE / DECREASE

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

12.0 EVALUATION CRITERIA

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

12.1 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 RFQ.
- Proposal shows an inability to meet the insurance requirements. (Section 9.0, Segment N) and (Exhibit E)

12.2 If the Respondents have 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 of the RFQ. The order of the listed criteria is not indicative of their priority, weight or importance:

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

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

12.4 The District reserves the right to withdraw the Request for Quote (RFQ), to reject a specific proposal for noncompliance within the RFQ 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.

13.0 EVALUATION PROCESS

GENERAL

13.1 Throughout the entire process of the proposal, Respondent may only contact the Buyer who is administering the proposal. Attempts by the Respondent to contact any other District representative may result in disqualification of the Respondent.

13.2 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

13.3 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.

13.4 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 Respondent. Respondent should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 30-60 working days. Respondents will be notified via email regarding the status of Respondent's proposal.

13.5 The District may select qualified Respondent(s) based solely on the submitted proposal(s).

13.6 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 12. 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 Respondent's place of business.

NEGOTIATIONS

13.7 Negotiations regarding agreement terms, conditions, scope of work and pricing (if applicable) may or may not be conducted with Respondents. Therefore, proposals submitted should contain the Respondents 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 Respondents. 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.

14.0 INTERPRETATION OF RFQ

14.1 The Respondent must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Respondent planning to submit a proposal finds discrepancies in or omissions from the RFQ, 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 RFQ will be made only by written addendum and may be posted on the District website at www.rcflood.org and the County Purchasing website at www.purchasing.co.riverside.ca.us. The District is not responsible for any other explanations or interpretations.

14.2 All Respondent questions, clarifications or comments must be submitted in writing and must be received by the District no later than April 14, 2010 by 4:30 p.m. Inquiries received after this date will not be accepted or responded to. Ensure all questions, clarifications or comments are addressed to annieortega@rcflood.org.

14.3 All email correspondence shall be clearly marked in the subject line with "RFQ FCARC-037 / Questions". Within the body of the email, each inquiry must reference the section number and title from the RFQ that the question pertains to.

15.0 CONTRACTUAL DEVELOPMENT

15.1 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 E. The District and the Consultant will negotiate a Contract(s) for submission to the Board of Supervisors for their consideration and possible approval.

15.2 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.

16.0 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.

17.0 CONFIDENTIALITY AND PROPRIETARY DATE

All materials received relative to this RFQ will be kept confidential, until such time an award is made or the RFQ 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.

18.0 COUNTY OBSERVED HOLIDAYS

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

*** Note:**

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 a.m. to 5:00 p.m., Monday through Thursday.

EXHIBIT A

CONFIDENTIALITY CLAUSE

Respondents are to fill out the form listed below and include in their proposal under "Statement of Compliance," (refer to RFQ Section 9.0, Subsection D). Print in all areas except where a signature is required.

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

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME: _____

CONTRACTOR/CONSULTANT
NAME: _____

CONTRACT NUMBER: _____

Oath of Confidentiality

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

- b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Contractor/Employee Name: _____

Signature: _____ Date: _____

EXHIBIT B

COST PROPOSAL

Respondents are to fill out the form below and include it in their proposal under "Cost Proposal," (refer to RFQ Section 9.0, Subsection J). Respondents shall provide a separate Cost Proposal for FY 2009-10, 2010-11, 2011-12, 2012-13, and 2013-14.

List Level of Position / Title	Hours Quoted	Rate/Hour	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTALS	Hours	\$	\$

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: _____

CERTIFICATIONS

I, _____, a duly authorized agent of _____, hereby certify that
 (Printed Name of Agent/Officer) (Name of Organization/Consortium)

_____, by submission of this proposal in response to the Professional Services RFQ agrees,
 (Name of Organization/Consortium)

upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer _____

EXHIBIT C

CONFLICTS OF INTEREST STATEMENT

The Riverside County Flood Control and Water Conservation District'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	[Yes]	[No]	
Member	[Yes]	[No]	
Partner	[Yes]	[No]	
Officer	[Yes]	[No]	
Employee	[Yes]	[No]	
Contractor; Consultant	[Yes]	[No]	
Broker	[Yes]	[No]	
Major Stockholder:	[Yes]	[No]	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: _____

Organization: _____

Date: _____

EXHIBIT D

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The 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 RFQ.

Definition of Local Business

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

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

Additional supporting documentation that may be requested by the District to verify qualification includes:

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

EXHIBIT E

SAMPLE AGREEMENT

PROFESSIONAL or PERSONAL SERVICES 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 limited 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. §1210 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.

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