

April 26, 2010

**Request for Proposals
to provide Public Education Support Services for the
Santa Ana, Santa Margarita and Whitewater River Watershed Regions of Riverside County
National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer
System (MS4) Permit Programs**

The Riverside County Flood Control and Water Conservation District is soliciting proposals to provide public education support services for the Santa Ana, Santa Margarita and Whitewater River Watershed Regions of Riverside County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Programs. The timeline for the RFP process is as follows:

A.	Release of Request for Proposals	Monday, April 26, 2010
B.	Non-mandatory bidder's meeting	Thursday, May 6, 2010
C.	Deadline for Submission of Questions	Monday, May 10, 2010
D.	Responses to Questions from District	Thursday, May 13, 2010
E.	Deadline for Proposal submission	2:30 p.m., Tuesday, May 18, 2010
F.	Tentative date for awarding of Contract(s)	Tuesday, June 15, 2010
G.	Tentative beginning date for Contract(s)	Thursday, July 1, 2010

Questions pertaining to the RFP must be submitted in writing. The District will mail responses to written questions to all consultants receiving RFP documents.

The Scope of Work includes school education programs, public event outreach assistance, adult education programs, business partnership programs and graphics arts/brochure development support.

To assist with preparation of the proposal, the District has enclosed the following:

- Attachment A - Project Background & Scope of Service
- Attachment B - Required Proposal Content
- Attachment C - Proposal Instructions, Evaluation Criteria & Selection Process
- Attachment D - Sample Consulting Services Agreement

Please submit one (1) original and four (4) copies of your proposal to the District by Tuesday, May 18, 2010 by 2:30 p.m. Please see Attachment C, Section V for Proposal Submittal Instructions.

A committee of District and NPDES MS4 Permittee staff will evaluate your qualifications and develop a shortlist of qualified firms. Selected firms may be asked to appear for interviews, after which a final ranking will be made. The committee will make a recommendation for selection based on factors including experience, qualifications, professionalism, quality of work and approach to the Request for Proposals. When the recommendation is approved by the General Manager-Chief Engineer, the highest ranked respondent(s) will be invited to negotiate a contract.

Attachment A

Project Background and Scope of Service

I. Definitions

Addendum - An amendment or modification to the RFQ.

Bid - The Proposal submitted by Respondents consistent with the Instructions to Respondents, to complete the work for a specified sum of money and within a specified period of time.

Contract - The written agreement resulting from this RFQ executed by Riverside County Flood Control and Water Conservation District and Consultant.

Desert Task Force - A Permittee staff committee to direct the development of the Storm Water Management Plan and the implementation of the overall Urban Runoff program as described in the Report of Waste Discharge for the Whitewater River Permit Area.

District – Riverside County Flood Control and Water Conservation District.

Drainage Area Management Plan (DAMP) - The DAMP is a programmatic document developed by the Permittees and approved by the Executive Officer that outlines the major programs and policies that the Permittees individually and/or collectively implement to manage Urban Runoff in the Santa Ana and Santa Margarita Permit Area.

NPDES MS4 Permits – National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permits issued under the authority of the federal Clean Water Act by the Regional Boards on behalf of U.S. EPA. The current NPDES MS4 Permits in Riverside County include:

- The Santa Ana Region MS4 Permit, Order No. R8-2010-0033, issued by the Santa Ana Region Regional Board;
- The Santa Margarita Region MS4 Permit, Order No. R9-2004-001 issued by the San Diego Region Regional Board; and
- The Whitewater Region MS4 Permit, Order No. R7-2008-0001, issued by the Colorado River Region Regional Board.

Permit Area – The portions of the Santa Ana, Santa Margarita or Whitewater River Watersheds within Riverside County covered by the respective Santa Ana, Santa Margarita or Whitewater River region NPDES MS4 Permit.

Pollutants of Concern - Pollutants expected to be present on the project site. Pollutants can be broadly defined as any agent that may cause or contribute to the degradation of water quality such that a condition of pollution or contamination is created or aggravated. In developing a pollutant list, consideration should be given to the chemicals and potential pollutants available for stormwater to pick-up or transport to receiving waters and legacy pollutants at the project site. Pollutants of concern for new development and significant redevelopment projects are those pollutants identified above for which a downstream water body is also listed as impaired under the Clean Water Act Section 303(d) list or by a Total Maximum Daily Load.

Proposal - Used interchangeably with "Bid."

Regional Boards – The California Regional Water Quality Control Boards with jurisdiction in Riverside County, specifically the Colorado River Region, San Diego Region and Santa Ana Region Regional Water Quality Control Boards.

Respondent - Qualified organizations and/or firms interested in performing required National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) public education and outreach program services.

RWQCB - California Regional Water Quality Control Board.

Santa Ana/Santa Margarita Technical Advisory Committee - A committee consisting of one or more representatives from each Permittee that provides technical direction on the development of the DAMP and the implementation of the overall Urban Runoff program.

Stormwater - Stormwater runoff and snow melt runoff from urban, open space and agricultural areas consisting only of those discharges that originate from precipitation events. Stormwater is that portion of precipitation that flows across a surface to the MS4 or receiving waters. Examples of this phenomenon include: the water that flows off a building's roof when it rains (runoff from an impervious surface); the water that flows into streams when snow on the ground begins to melt (runoff from a semi-pervious surface); and the water that flows from a vegetated surface when rainfall is in excess of the rate at which it can infiltrate into the underlying soil (runoff from a pervious surface). When all other factors are equal, runoff increases as the perviousness of a surface decreases. During precipitation events in urban areas, rain water may pick up and transport Pollutants through stormwater conveyance systems, and ultimately to Waters of the U.S.

Storm Water Management Plan (SWMP) - Document describing those activities and programs implemented by the Permittees to manage Urban Runoff to comply with the requirements of this MS4 Permit for the Whitewater River Region.

Subcontractor/Subconsultant - Any person, firm, or corporation performing work or providing service for the Respondents in support of the Scope of Services for an agreement.

TACs – The Santa Ana/Santa Margarita Technical Advisory Committee and Desert Task Force. These are Advisory Committees made up of NPDES MS4 Permittee representatives who guide the development and implementation of the NPDES MS4 Permit compliance programs.

U.S. EPA – United States Environmental Protection Agency

Watersheds – One or more of the three watersheds regulated by NPDES MS4 Permits in Riverside County, specifically the Santa Ana, Santa Margarita and Whitewater River Watersheds.

II. Background

Stormwater runoff is one of the most common causes of water pollution. Unlike pollution from industry or sewage treatment facilities, which is attributable to discrete sources and locations, stormwater pollution is caused or exacerbated by the daily activities of the people who live and/or work within a watershed. As rainwater runs off streets, lawns, construction sites and industrial facilities, it picks up fertilizers, dirt, pesticides, oil and grease, and many other pollutants on the way to our rivers, lakes and streams. Because stormwater pollution is caused by so many different activities, traditional regulatory controls only go so far. Therefore, public education is a required component of each of the area-wide NPDES MS4 Permits. The purpose of the public education and outreach component of the NPDES MS4 Permits is to measurably increase the knowledge of, and positively change the behaviors of, residents, businesses, contractors and municipal employees regarding local stormwater pollution sources and solutions.

In California, NPDES MS4 Permits are typically issued on a countywide basis by a Regional Water Quality Control Board on behalf of the U.S. Environmental Protection Agency (USEPA). Riverside County is unique in that it falls within the jurisdiction of three different Regional Boards: the Colorado River Region, San Diego Region and Santa Ana Region Regional Water Quality Control Boards (Regional Boards). The County is therefore separately regulated by three (3) NPDES MS4 Permits, each with a term of five years from the date of its adoption. Each NPDES MS4 Permit covers the portion of the unincorporated County and cities located within each Regional Board's jurisdiction. The Permit Areas coincide with the three major watersheds draining western Riverside County – the Santa Ana River Watershed, Santa Margarita River Watershed and the Whitewater River Watershed. Each Permit contains its own unique public education program requirements. The current status of the Riverside County NPDES MS4 Permits is summarized below:

The Whitewater Region MS4 Permit (Order No. R7-2008-0001), issued by the Colorado River Region Regional Board was renewed and adopted on May 21, 2008. Permittees include the Riverside County Flood Control and Water Conservation District, County of Riverside, Coachella Valley Water District and the cities of Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage.

The Santa Margarita Region MS4 NPDES Permit, issued by the San Diego Region Regional Board, expired on July 14, 2009. As of the date of this RFP, the Santa Margarita Region MS4 NPDES Permit (Order No. R9-2004-001) is still in effect pending the public release and adoption of a new NPDES MS4 Permit. Permittees include the Riverside County Flood Control and Water Conservation District, County of Riverside, and the cities of Menifee, Murrieta, Temecula and Wildomar.

The Santa Ana Region MS4 Permit (Order No. R8-2010-0033), issued by the Santa Ana Region Regional Board, was adopted on January 29, 2010. Permittees include the Riverside County Flood Control and Water Conservation District, County of Riverside, and the cities of Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto and Wildomar.

To facilitate coordinated development and efficient implementation of NPDES MS4 Permit compliance programs, the Riverside County Flood Control and Water Conservation District serves as the coordinating, or Principal Permittee, for each NPDES MS4 Permit Area in Riverside County.

As the Principal Permittee responsible for coordinating area-wide NPDES MS4 program management in Riverside County, the District has the primary responsibility for coordinating and implementing required area-wide programs, including conducting the public education program consistent with the respective requirements of each NPDES Permit.

The District also convenes and coordinates the Santa Ana/Santa Margarita Technical Advisory Committee and Desert Task Force to coordinate NPDES MS4 Permit program implementation with NPDES MS4 Permittees and interested stakeholders. The Santa Ana/Santa Margarita Technical Advisory Committee jointly addresses the Santa Ana and Santa Margarita NPDES MS4 Permits because five (5) Permittees are covered under both the Santa Ana and Santa Margarita NPDES MS4 Permits. The Desert Task Force separately addresses the Whitewater River NPDES MS4 Permit. Authorized representatives from the Permittees, as listed above, make up the Stormwater Program's TACs (Santa Ana/Santa Margarita TAC and Desert Task Force) which reviews and approves recommendations from the District regarding expenditures for and implementation of the regional NPDES MS4 Permit programs such as the public education program.

The District, in coordination with the Permittees, has developed a strong area-wide public education program known as "Only Rain Down the Storm Drain" to provide the required level of education and outreach on behalf of, and in coordination with the Permittees. The program is implemented by the District's Public Information Specialist. The Public Information Specialist directs the activities of the public education program, including providing direction to consultant service providers.

The services requested herein are part of the District's efforts to meet NPDES MS4 Permit requirements by partnering with Respondents that can expertly provide required services at a cost savings when compared to direct implementation of the programs by the NPDES MS4 Permittees.

Additional information regarding the existing "Only Rain Down the Storm Drain" public education program, the County's NPDES MS4 Permits and the County's NPDES MS4 Program can be obtained at www.rcflood.org/NPDES/.

Available information includes:

- Current NPDES MS4 Permits;
- Current Drainage Area Management Plans and Storm Water Management Plans for each Permit Area; and
- Recent Annual Reports documenting public education program activities.

III. Scope of Service

A. Service Expectations

The District is seeking experienced and qualified Respondents to provide the following type of services. Respondents must bid on at least one service. Proposals to provide regionalized services must be wholly consistent within the Permit Area boundaries (e.g., Santa Ana, Santa Margarita and Whitewater River Watersheds).

The District is looking for innovative, cost effective ways to address NPDES MS4 Permit public education and outreach requirements. Proposals should address budgetary constraints, by utilizing

existing program strengths and developing innovative mechanisms to increase program effectiveness. Proposals should incorporate a strategy that utilizes the "Only Rain Down the Storm Drain" program's inventory of fact sheets, brochures, videos, promotional items and other outreach materials; new media and materials shall be developed in an integrated manner, leaving no problems with continuity, or quality of product. Respondents should also consider partnering with other entities that conduct environmental outreach to increase message impact and reduce cost. For example, stormwater pollution messages could be combined with messages regarding water conservation, recycling and household hazardous waste.

One of the objectives of this RFP is to assess the Respondent's ability to assist the Permittees to:

- 1) Make multimedia efforts more effective;
- 2) Identify key audiences, key messages and targeted behaviors; and
- 3) Identify opportunities for participation in regional and statewide public education efforts.

B. Service Proposal Requirements

There are potentially several ways to accomplish the Public Education Program requirements. The NPDES MS4 Permittees wish to obtain professional public outreach support while retaining flexibility in the methods used to accomplish required services. Therefore, interested Respondents should structure their Proposals in a modular fashion so that the Selection Committee will have the ability to add or delete service modules, or portions of modules, based on overall NPDES MS4 Program priorities. The proposed modules should be prepared so selection and implementation of any or all modules can be done in a "mix or match" fashion. Alternative program approaches that are designed to achieve the stated flexibility will also be considered.

Proposals for service modules should also provide for various levels of service where appropriate. (computer/internet oriented, newspaper ads, other outdoor advertising, etc.) with projected costs to achieve proposed levels of service.

The selected Respondent must also demonstrate the ability to adjust their scope and services to accommodate any new or enhanced requirements resulting from the renewal of NPDES MS4 Permits, program effectiveness assessments, or recommendations of the TACs and/or the Public Information Specialist to ensure the public education program stays in compliance with any new Permit requirements and the Permittees' desires and expectations. Respondents should expect that there will be new requirements as the Permits are renewed, but should not assume that the overall public education budget will increase commensurately.

Proposals for each service must demonstrate, as appropriate, that the service addresses Pollutants of Concern within the applicable Permit Areas. Pollutants of Concern include:

- Nutrients
- Bacterial Indicators/Pathogens
- Pesticides (pyrethroids)
- Metals (copper, manganese, iron)

Respondents should also presume that they will need to attend at least one meeting with either the TACs, the Public Education Subcommittee of the TACs, or the Public Information Specialist for each modular program.

C. Modular Services

School Education Program

The School Education Program's current target is 5th grade elementary school children. Respondents shall propose a school education program and curriculum that would measurably increase knowledge of students regarding stormwater pollution and its impact upon water resources and aquatic ecosystems. Proposed school education programs may target other grade levels if deemed appropriate.

When representing the Permittees, the Respondent shall use "Only Rain Down the Storm Drain" approved program materials and display accessories and wear assigned apparel provided by the District.

The Proposal should demonstrate the Respondent's ability to develop and implement a cost effective program to measurably increase knowledge regarding key messages and positively change behavior. The Proposal must:

1. Identify the targeted grade levels and basis for selection;
2. Identify how grade selection and program messages conform to California's Academic Science Standards;
3. Identify the targeted behaviors and key messages;
4. Identify the method of outreach and the expected tools to conduct outreach;
5. Identify opportunities to leverage regional and statewide school education programs, if applicable;
6. Demonstrate prior experience, and proposed methods and tools to the extent feasible;
7. Identify the methods for program effectiveness assessment and provide examples of prior program effectiveness assessments and reports where available;
8. Demonstrate that the proposed school education program is consistent with the requirements of the applicable NPDES MS4 Permits; and
9. Commit the trainers to fingerprinting and background checks as required by California Law.

Respondents will be expected to produce a comprehensive annual report (hard copy and electronic form), due by August 31st of each year, addressing by Permit Area:

1. Activities conducted during the prior reporting year;
2. Tables or other data required by the District to complete annual reports;
3. A program effectiveness assessment; and
4. Recommendations for improvement based on the program effectiveness assessment.

Assisting with Public Outreach Events

The public education program annually conducts several public outreach events at local community fairs, festivals and other venues within each Permit Area. The public education program also partners with other agencies and organizations to conduct community clean-up events and perform catch basin marking. This service would include assisting the District's Public Information Specialist with event planning, event participation, and effectiveness assessment.

Proposed services should demonstrate the Respondent's ability to cost-effectively identify and implement outreach events that can measurably increase public knowledge and changes in behavior. The Public Information Specialist will consider these recommendations and identify the events and activities that require Respondent's assistance and specify Respondent's level of participation based on District staff availability.

When representing the Permittees, the Respondent shall use "Only Rain Down the Storm Drain" program materials and display accessories and wear assigned apparel provided by the District.

The Proposal must:

1. Demonstrate ability to plan, implement and assess aforementioned types of public education outreach events;
2. Identify recommendations for targeted behaviors and key messages;
3. Identify the methods of outreach (media) and the expected tools to conduct outreach; and
4. Identify methods for program effectiveness assessment and provide examples of prior program effectiveness assessments and reports where available.

Respondents will be expected to produce a comprehensive annual report (hard copy and electronic form), due by August 31st of each year, addressing by Permit Area:

1. Activities conducted during the prior reporting year;
2. Tables or other data required by the District to complete annual reports;
3. A program effectiveness assessment; and
4. Recommendations for improvement based on the program effectiveness assessment.

Adult Educational Programs

The public education program currently provides stormwater education presentations as requested by community or civic groups and businesses. The current program includes a narrated slide show that was developed in the 1990s, a question-answer period, current household hazardous waste disposal information and educational booklets/materials.

The Public Information Specialist will annually identify adult education outreach events, based on requests, Respondent recommendations and best professional judgment, and provide direction to Respondent with regard to adult education event outreach activities.

When representing the Permittees, the Respondent shall use "Only Rain Down the Storm Drain" program materials and display accessories and wear assigned apparel provided by the District.

The Proposal must:

1. Demonstrate ability to cost effectively conduct aforementioned types of public education outreach events;
2. Identify opportunities to leverage volunteers and non-profits and/or other regional or state adult education outreach efforts;
3. Identify recommendations for targeted behaviors and key messages;
4. Identify the methods of outreach (media) and the expected tools to conduct outreach; and
5. Identify methods for program effectiveness assessment and provide examples of prior program effectiveness assessments and reports where available.

Respondents will be expected to produce a comprehensive annual report (hard copy and electronic form), due by August 31st of each year, addressing by Permit Area:

1. Activities conducted during the prior reporting year;
2. Tables or other data required by the District to complete annual reports;
3. A program effectiveness assessment; and
4. Recommendations for improvement based on the program effectiveness assessment.

Business Partnership Programs

The District has developed partnerships with major home improvement stores, paint stores, garden centers, and other businesses to distribute public outreach information via existing consultant service contracts. Outreach to veterinarians and pet stores is coordinated through County Animal Control offices. The current business outreach program focuses on identifying the stormwater pollution activities and behaviors that may be associated with patrons of these businesses. Outreach materials have been developed to educate the patrons and promote positive behavioral change. Program elements include retail floor staff training and furnishing outreach materials including shelf-talkers, tear-pads and other education outreach materials.

Proposed services should focus on businesses, activities and messages that are most likely to cost-effectively achieve measurable changes in knowledge and behavior. Services will be developed based on recommendations from the Respondent and evaluation by the Public Education Specialist and the TACs. The Public Information Specialist will then direct the Respondent(s) to implement programs approved by the TACs.

When representing the Permittees, the Respondent shall use "Only Rain Down the Storm Drain" program materials and display accessories and wear assigned apparel provided by the District.

The Proposal must:

1. Demonstrate ability to identify, develop and implement aforementioned types of public education outreach activities;
2. Identify opportunities to leverage other regional or state adult education outreach efforts;
3. Identify recommendations for targeted businesses, behaviors and key messages;
4. Identify the methods of outreach (media) and the expected tools to conduct outreach; and
5. Identify methods for program effectiveness assessment and provide examples of prior program effectiveness assessments and reports where available.

Respondents will be expected to produce a comprehensive annual report (hard copy and electronic form), due by August 31st of each year, addressing by Permit Area:

1. Activities conducted during the prior reporting year;
2. Tables or other data required by the District to complete annual reports;
3. A program effectiveness assessment; and
4. Recommendations for improvement based on the program effectiveness assessment.

Graphic Arts/Brochure Development Support

The District, on behalf of the Permittees, annually develops or updates several multi-media outreach materials including videos, brochures, posters and websites to assist with delivering key messages and measurably changing public knowledge and behavior with regard to urban stormwater issues. The District uses consultant support to assist with the development of these materials.

As directed by the Public Information Specialist, the Respondent will work to identify outdated materials and develop new or improved materials to improve overall public education program effectiveness. All materials, including electronic files, developed for the "Only Rain Down the Storm Drain" Program shall become the sole property of the District. Completed projects shall be submitted to the District on CD or other approved media in JPEG and/or PDF formats as appropriate.

The Proposal must:

1. Demonstrate ability to evaluate and develop public information outreach materials;
2. Identify opportunities to leverage other regional or state adult education outreach materials;
3. Identify recommendations for addressing current deficiencies in targeted audiences, behaviors and key messages;
4. Identify the methods of outreach (media) and the expected tools to conduct outreach to these audiences; and
5. Identify methods for program effectiveness assessment and provide examples of prior program effectiveness assessments and reports where available.

Respondents will be expected to produce a comprehensive annual report (hard copy and electronic form), due by August 31st of each year, addressing by Permit Area:

1. Activities conducted during the prior reporting year;
2. Tables or other data required by the District to complete annual reports;
3. A program effectiveness assessment; and
4. Recommendations for improvement based on the program effectiveness assessment.

Attachment B

Required Proposal Content

Proposals must be:

- Prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP;
- Typed uniformly on letter size (8-1/2"x11") sheets of white paper, single or double-sided (with the exception of work product examples which may be up to 11"x17");
- Divided in sections, with each section clearly titled, with tabs A-I; and
- Be clean and suitable for copying.

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 Attachment C of this RFP. Respondents may be deemed non-responsive if they do not respond to all Sections, A through I. Proposals should be kept to no more than thirty (30) pages.

Each Proposal shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below:

- A. Executive Cover Letter
- B. Table of Contents
- C. Statement of Compliance
- D. Firm Experience
- E. Project Team
- F. Record of Past Performance
- G. Service Approach and Methodology
- H. Cost Proposal (must be submitted in a separate sealed envelope)
- I. Certificate of Insurance (Refer to Attachment D)

A. Executive Cover Letter

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

The Proposal Cover Page 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-I (in order listed above) and by sequential page numbers.

C. Statement of Compliance

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.

D. Firm Experience

1. Business name and legal business status (i.e., partnership, corporation, etc.).
2. Proof of nonprofit status, if applicable.
3. Identify the owners, principals and management staff of the Respondent. Provide a history of the Respondent which shall include years in business, total number of employees and number of clients (including references). Information should also include an organizational chart of the Respondent, including subcontractors.
4. Indicate the type of Respondent or partnership and indicate whether the Respondent is locally-owned, statewide, national, etc.
5. Identify the full range of services that could be provided by the Respondent in support of the public education program, including Respondent's areas of special expertise which relate to the skills, academic disciplines and environmental sensitivity associated with the required services.

E. Project Team

1. Identify the Respondent's principal office location which the work under this contract will be provided and the total size and composition of the staff that will be responsible for providing the requested public education services.
2. Provide a resume for each employee who would be directly involved in providing the requested services. Each resume should identify education, specific skills, qualifications and experience within the last five years, and other qualifications for the service described in this RFP.
3. Resource allocation table that identifies the individual classifications (prime and subconsultants) that will be performing each of the requested services.

F. Record of Past Performance

On a separate page, list current and past contracts (within the past three years) that demonstrate the bidder's ability to successfully deliver each of the requested services that are bid. For reference purposes, provide contact person, address and phone number for each contract.

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 benefits 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 no more than three (3) projects from those cited above that best demonstrate the firm's qualifications to provide bid services and provide a detailed description of each. 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. Samples of final work products (e.g., brochures, photos, multi-media) are encouraged and may be provided in electronic formats where applicable.

G. Service Approach and Methodology

For each proposed service, identify the Respondent's proposed approach to providing the services as described in the Scope of Services, including the Service Expectations and Service Proposal requirements. The Proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional services agreement. 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.

H. Cost Proposal (Submitted in a separate sealed envelope)

Provide in a separate sealed envelope a cost estimate based on the scope of work outlined in the Scope of Services, including Service Expectations and Service Proposal Requirements. The cost estimate shall not be considered until Proposals have first been evaluated as to the Respondent's experience, qualifications, professionalism, quality of work and approach.

Respondent's Cost Proposal will be reviewed for:

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

After selection of the preferred Respondent, the final scope of work shall be negotiated and maximum compensation determined accordingly.

Hourly fees for services and direct and indirect expense charges for the term of the contract shall also be submitted and shall be clearly defined for each classification with the Proposal in **a separate, sealed envelope**. Cost estimates should be provided on a service basis, and where appropriate, further subdivided by proposed levels of service for each service. Fees for any projected subcontracted services shall also be enclosed.

I. Certificate of Insurance (Refer to Attachment D)

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

Attachment C

Proposal Instructions, Evaluation Criteria and Selection Process

I. Proposal

The Riverside County Flood Control and Water Conservation District (District) is seeking Qualifications/Proposals from interested organizations and firms (Respondents) to perform public education and outreach program services as required by one or more of Riverside County's area-wide National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permits for FY 2010/2011 through FY 2014/2015.

All interested and qualified Respondents are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Respondent has read and understands this entire RFP, including all appendices, attachments, exhibits, schedules and addenda (as applicable) and that all concerns regarding this RFP have been satisfied.

Respondents may propose on one or more of the services contained herein. Proposals may also cover school education programs on a Permit Area basis (e.g., Whitewater Watershed, Santa Ana Watershed and/or Santa Margarita Watershed). Regionalized service Proposals must be based on Permit Areas.

II. Work Product

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.

III. Timeline

A. Release of Request for Proposals	Monday, April 26, 2010
B. Non-mandatory bidder's meeting	Thursday, May 6, 2010
C. Deadline for Submission of Questions (See Section XIV)	Monday, May 10, 2010
D. Responses to Questions from District	Thursday, May 13, 2010
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F. Tentative date for awarding of Contract(s)	Tuesday, June 15, 2010
G. Tentative beginning date for Contract(s)	Thursday, July 1, 2010

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 Proposals.

IV. Period of Performance

The period of performance will be from the date of execution of an agreement to June 30, 2015. *The contract will be subject to an annual renewal clause.*

V. Proposal Submission

Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of the Proposals.

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 "NPDES Public Education RFP/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.

Proposals must be received no later than the date and time as specified in the timeline (Section III). Proposal must be consistent with the Required Proposal Content (Attachment B) and Proposal Instructions (Attachment C). **All Proposals shall include a cover letter signed by an authorized agent. Respondent shall submit a Proposal package consisting of:**

1. One (1) bound original and four (4) bound copies of the written Proposal are required.
2. Copies of similar work products, including past reports, can be provided on a master CD or DVD in word or pdf format. If multimedia files are to be included, please check with Alberto Martinez to determine the preferred formats. All electronic information should be organized so as to be readily apparent as to which files relate to which service and/or level of service.

All correspondence, including Proposals, must be submitted to:

Alberto Martinez, Associate Civil Engineer
Regulatory Division – NPDES Section
NPDES Public Education RFP
Riverside County Flood Control and Water Conservation District
1995 Market Street, Riverside, CA 92501
Phone: 951.955.2901
Fax: 951.788.9965
E-mail: amart@rcflood.org

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.

Standard Mail: Late Proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals received after May 18, 2010 at 2:30 p.m. will be considered late and will be returned.

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.

VI. Estimated Project Budget

The current fiscal year 2009-2010 budget for services requested herein is \$140,000. However, the annual budget for public education and outreach services are, in part, paid for by contributions from the individual MS4 Permittees through cooperative agreements with the District. These agreements require NPDES MS4 Program budgets to be reviewed and approved by the MS4 Permittee representatives of the Santa Ana/Santa Margarita Technical Advisory Committee and Desert Task Force (TACs). Further, budget allocations are pending annual determination of the effectiveness of the program, in terms of its own progress, and its progress compared to other requirements of the Permit. Therefore, future annual budgets may be subject to available Permittee resources and determinations of continued program effectiveness and value. Annual budget allocations are subject to approval by the Permittees via the TACs.

VII. General Requirements

- 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.
- The District reserves the right to request clarification of information submitted, and to request additional information from any Respondent.
- The District reserves the right to withdraw all or a portion of the RFP, to reject whole, or in part, a specific Proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances, or if it is determined to be in the best interest of the District.
- 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.
- 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, and executed and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Respondent to ensure that modified Proposals are resubmitted before the RFP submittal deadline.
- 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.
- A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

VIII. Interpretation of the RFP

The Respondent must make careful examination and understand all of the requirements, specifications and conditions stated in the RFP. If any Respondent planning to submit a Proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFP will be made only by written addendum and may be posted on the District website at www.rcflood.org. The District is not responsible for any other explanations or interpretations.

All Respondent questions, clarifications or comments must be submitted in writing and must be received by the District no later than May 10, 2010. Inquiries received after this date will not be accepted or responded to. Ensure all questions, clarifications or comments are addressed to amart@rcflood.org.

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

IX. Contractual Development

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 District contract to be used for this project is attached as Attachment D. The District and the Consultant will negotiate a Contract(s) for submission to the Board of Supervisors for their consideration and possible approval.

X. Evaluation Criteria

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

All Proposals must satisfy the following pre-qualification requirements on a pass/fail basis:

1. The Respondent must demonstrate experience in implementing public outreach for Environmental Pollution Prevention Programs in Southern California.
2. The Respondent must have a local or regional (e.g., within one hour's drive of the Permit Areas) office, or demonstrate the ability to be as responsive as a local or regional office would enable.
3. The Respondent must have extensive knowledge of Southern California water quality and water conservation issues.
4. The Respondent must bid on at least one service. The Respondent must have the ability to perform all services that they bid, or if not able to accomplish all bid services, must demonstrate the ability to accomplish all bid services via a subcontractor or other approach.

5. Respondents proposing to provide a regional service must serve entire Permit Areas. Respondents proposing regionalized services that are not consistent with Permit Areas will have their Proposals for that service disqualified.
6. Respondents must demonstrate the ability to meet regulatory timelines.
7. The Respondent must demonstrate experience, qualifications and competence in performing described services.
8. The Respondent's Proposal must address the required elements of the applicable services.
9. Proposals must show an ability to meet the District's insurance requirements.
10. Proposal is consistent with formatting requirements, including electronic data. Electronic data that is not clearly identified will be excluded from evaluation.
11. Proposal is post-marked prior to the deadline for Proposal submission.

If the Respondents have met 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 criteria listed below and as otherwise described in this RFP. The order of the listed criteria is not indicative of their priority, weight or importance:

1. The Proposal clearly communicates the Respondent's approach and ability to provide services.
2. The Proposal clearly demonstrates a proven ability to produce high quality, effective presentations, documents and multi-media materials consistent with the expectations of the services bid upon.
3. The Proposal demonstrates a proven ability to incorporate, analyze and report program effectiveness metrics for services contained herein.
4. The Proposal demonstrates that the Respondent has adequate staff, resources and time to meet schedule milestones.
5. The Proposal provides a flexible, cost effective plan that can maximize the effectiveness of the available resources.
6. The Proposal clearly demonstrates the Respondent's ability to address existing permit requirements and adapt to future permit requirements or other public education program modifications.
7. Verification of past performance based on Respondent references.
8. Other factors indicative of the adequacy and effectiveness of Respondent's methods to conduct and accomplish a successful program as specified in the Scope of Service including, but not limited to: equipment; service approach and methodology; financial status; clarifications, exceptions and deviations; size and appropriateness to geographic area; training; certification; and project team makeup.

Preference will be given to Respondents (including subcontractors) that can provide comprehensive services (e.g., address entire Proposal at a countywide scale); however, the District reserves the right to award individual services, or portions of services, to one or more Respondents based on the criteria contained herein.

XI. Evaluation Process

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

The Selection Committee will be comprised of three or more representatives from the District and MS4 Permittees from the individual Permit Areas. All evaluation material will be considered Confidential and not released by the District to anyone other than the Selection Committee, which may include NPDES MS4 Permittees.

Proposal evaluation will commence immediately following the pre-qualification review conducted by the District. 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.

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

Following the evaluation of the submitted Proposals, a short-list of the most qualified Respondents may be developed based on the Evaluation Criteria outlined above. 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 Selection Committee may ask questions about Respondent's written Proposal and other issues regarding the Scope of Service. 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.

The Selection Committee will submit its analysis and recommendation, in a summarized form, to the Santa Ana/Santa Margarita Technical Advisory Committees and Desert Task Force for formal recommendation to the General Manager-Chief Engineer. The District reserves the right to split or make the award that is most advantageous to the District.

The successful Respondent(s) will be expected to enter into the attached Consulting Services Agreement (Attachment D). If public or quasi-public agencies are selected to conduct one or more service, a cooperative agreement will be developed consistent with the terms of the consultant services agreement. All Respondents should note that any contract pursuant to this solicitation is dependent upon the recommendation of the District, Santa Ana/Santa Margarita Technical Advisory Committee and the Desert Task Force and the approval of the District's Board of Supervisors.

CONSULTING SERVICES AGREEMENT
(MASTER)

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and (INSERT CONSULTANT NAME)., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT – CONSULTANT shall perform (DESCRIBE TYPE OF SERVICE) services for the project described as (PROJECT NAME).
2. SCOPE OF SERVICES – CONSULTANT shall, as requested by DISTRICT, furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services separately described on Attachment "A" attached hereto and made a part hereof.
3. TIME FOR PERFORMANCE – CONSULTANT shall commence performance of services upon receipt of a written Notice to Proceed from DISTRICT, and shall diligently perform the services to full completion through (INSERT DATE).
4. COMPENSATION – DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with the standard rates as set forth on Attachment "B" attached hereto and made a part hereof. The total amount paid to CONSULTANT under this Agreement shall not exceed the sum of (WRITE OUT AMOUNT) dollars (\$_____) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services. (ALTERNATIVE LANGUAGE CAN BE INSERTED FOR PROGRESS PAYMENTS OR A TIME AND MATERIALS BASIS).
5. PAYMENT – Upon satisfactory performance of CONSULTANT'S services as set forth herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoice(s). CONSULTANT shall keep employee and expense records according to customary accounting methods and such

records shall be available for inspection by DISTRICT to verify the invoice(s) of CONSULTANT.

6. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

7. PERMITS AND RIGHTS OF ENTRY - DISTRICT shall obtain all rights of entry as may be required to allow CONSULTANT to perform the proposed consulting services within and upon privately-owned property. All permits and rights of entry as may be required from any and all affected public entities shall be obtained by CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT will prosecute the work in such a manner as to minimize public inconvenience and possible hazard, and will restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

8. NOTICES - Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Design & Construction Division	<u>(CONSULTANT NAME)</u> <u>(ADDRESS)</u> Attn: <u>(CONTACT)</u>
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9. INSURANCE - Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or

cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

A. Workers' Compensation:

If CONSULTANT has employees as defined by the State of California, 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. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, 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.

C. Vehicle Liability:

If CONSULTANT'S 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 the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

(ONLY TO BE INCLUDED IN CONTRACTS WITH PROFESSIONAL SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, ACCOUNTANTS AND LAWYERS) CONSULTANT shall maintain Professional Liability Insurance providing coverage for 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 a 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 as long as the law allows.

E. 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 an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County 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. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of the County Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with 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 their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County 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 DISTRICT 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 DISTRICT 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 coverages set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of Endorsements and if requested, certified original 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 by the parties hereto that CONSULTANT'S insurance shall be construed as primary insurance and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- e. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by 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 DISTRICT.
 - h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct, acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement,

including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONSULTANT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT; provided, however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification obligations to DISTRICT.

CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving DISTRICT from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT from third party claims.

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

11. WORK PRODUCT – CONSULTANT shall provide all data, materials, drawings, logs and report(s) as set forth in [Attachment "A"](#). All work products and deliverables shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.
12. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or other data and information which is designated confidential by DISTRICT and subsequently made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT'S subcontractors as anticipated by this Agreement.

CONSULTANT shall not issue any news release or public relations item regarding designated confidential information or CONSULTANT'S work under this Agreement, without prior review of the contents and written approval by DISTRICT.

These same requirements shall be applicable to any of CONSULTANT'S subcontractors. CONSULTANT shall include the requirements stated in this section in the agreement with any of its subcontractors.

13. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
- A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
 - B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT 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 duties hereunder; or if the Agreement is terminated pursuant to Section 20 (NON-DISCRIMINATION). In

such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. 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 under this Agreement.

14. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
15. CONFLICT OF INTEREST – CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.
16. PREVAILING WAGE – All workers shall be paid not less than the general prevailing wage rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT'S office and which will be made available to any interested person upon request.
17. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this

Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered employees or agents of DISTRICT.

18. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for 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. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

19. WAIVER – 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 any other term thereof. 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 hereof, or estopping DISTRICT from enforcement hereof.

20. NON-DISCRIMINATION - In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with

Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

21. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 4 (COMPENSATION).

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Master Consulting Services Agreement
4-22-04
AD: