

## **REQUEST FOR QUALIFICATIONS (RFQ)**

**FCARC – 00190**

**for**

**FEDERAL LEGISLATIVE REPRESENTATION SERVICES**



Prepared by:

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Riverside County Flood Control and Water Conservation District

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NIGP: 96151, 96258

UNSPSC CATEGORY: 72000000

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**INSTRUCTIONS TO RESPONDENTS**

- I. **Vendor Registration:** Unless stated elsewhere in this document, vendor must register by requesting an 'On-boarding Invitation' via email addressed to [mcweisen@rivco.org](mailto:mcweisen@rivco.org).
- 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](http://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 1:30 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 RFQ 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 minimum of three (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. **Procurement Preference Program:** The County of Riverside has implemented a Procurement Preference Programs. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from a Service-Disabled Veteran, Veteran, National Guard and Federal Reserve Veteran, Active Member of the U.S. Armed Forces, National Guard or Federal Reservist - Owned Businesses and for Veteran-Qualified Businesses. The preference program also provides for a 5% match for Local or Small Businesses. A five percent (5%) price preference shall be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non- local or small business vendor, the local or small business vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to match the overall low bidder's price and will receive the award. Businesses are to provide proof of designation as identified in the Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>) and shall submit the required documentation with their bid submittal along with the appropriate affidavit. If the Bidder fails to provide the required documents, the Bidder may be disqualified from obtaining the preference. It is the sole responsibility of the Bidder to provide the required documentation. Application of preferences may be waived if funding sources disallow it. Additional information about the application of preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>). **Federal Exclusion List**- if the award is federal or State funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

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

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

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

#116-200 General Conditions

**PROPOSAL COVER PAGE**

**RESPONDENT TO COMPLETE ALL APPLICABLE AREAS**

If not already registered as a Supplier, Respondents are required to complete the Supplier registration process, please refer to the Instructions to Respondents on Page 3 of this RFQ.

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals from qualified firms for Federal Legislative Representation Services as detailed in Appendix A.

**BID CLOSING DATE: Tuesday, March 4, 2025 no later than 1:30 P.M. PST**  
**FAXED PROPOSALS WILL NOT BE ACCEPTED.**

After close of this RFQ, the award will be announced within 30-45 days. If an addendum is issued for this procurement, it will be the Respondent'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 E)  
 Veteran, Active Duty and/or National Guard Business Affidavit (Exhibit F)

## 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 as per the Instructions to Respondents, to complete the Work for a specified sum of money and within a specified period of time.
- C. "Contractor" or "Consultant" shall mean the successful Respondent to this RFQ who enters into a written Contract with Riverside County Flood Control and Water Conservation District.
- D. "Contract" or "Agreement" shall mean the written agreement resulting from this RFQ executed by Riverside County Flood Control and Water Conservation District and Consultant.
- E. "District" shall mean Riverside County Flood Control and Water Conservation District.
- F. "Proposal" is used interchangeably with "Bid".
- G. "Respondents" shall mean an individual, firm, partnership, corporation or joint venture making a proposal or response to the District's Request for Qualifications.
- H. "RFQ" shall mean Request for Qualifications.
- I. "Should", "desirable" or "ask" means a requirement having a significant degree of importance to the objectives of the RFQ.
- J. "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.
- K. "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, hereinafter referred to as "District", is requesting proposals from qualified Respondents to provide Federal Legislative Representation Services on behalf of the District.

#### BACKGROUND

- 2.2 The District is responsible for the daily maintenance and emergency repair of its flood control facilities consisting of over 700 miles of flood control channels, basins, storm drains, dams and levees along with nearly 80 dams and detention basins.
- 2.3 The demand for flood control projects within the District's service area generally exceeds its fiscal resources and sometimes requires special expertise that the District may not possess. The Federal Government provides financial assistance programs for flood control projects and the associated technical assistance to local governments through several of its agencies. Such programs are in high demand and, therefore, competition for limited federal funds is fierce.

- 2.4 To improve the District's success in securing federal assistance, it is imperative that its interest be represented before the Federal Government. Federal Legislative Representative shall capably demonstrate its ability to secure federal participation.

### **3.0 SCOPE OF SERVICE**

#### **3.1 SCOPE OF SERVICE / GENERAL**

The District seeks representation to provide assistance to and on behalf of the District with the objective of obtaining federal funding for flood control and other related water resource development projects, assisting the District in processing permits, right-of-way and other needed approvals through various federal departments and agencies, and assisting with legislative and rule changes impacting the District's mission.

The contract services shall include, but not necessarily be limited to, scheduled, extended or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions and specifications contained in this RFQ.

#### **PROFESSIONAL SERVICES REQUIRED**

The Consultant shall provide professional support and assistance on a regular and continuing basis to accomplish the following:

1. Provide a monthly synopsis of flood control and other water resource development legislation and rulemaking.
2. Maintain close contact with the U.S. Army Corps of Engineers at the headquarters, division, district and Assistant Secretary of the Army (Civil Works) levels, as may be appropriate.
3. Make appropriate calls on the Office of Management and Budget, the Council on Environmental Quality, the Environmental Protection Agency, the Bureau of Reclamation, the United States Air Force (March Air Reserve Base), United States Forest Service, United States Fish and Wildlife Agency, United States Geological Survey, National Resource Conservation Service and other Executive Departments and offices to expedite approvals of policy matters, permits and funding for various flood control and related water resource projects affecting the District.
4. Maintain close contact with the appropriate committees in the Congress of the United States to ensure enactment of beneficial legislation and appropriations.
5. Assist the District in preparing testimony and legislation to be presented to the various committees in the Congress of the United States.
6. Work closely with the District's Congressional Delegation to gain support for appropriations and legislation benefiting the District.
7. Assist the District in processing permits and approvals through various federal regulatory agencies.
8. As directed by the District, contact and establish liaisons with individuals or officers as may be necessary to further the District's efforts on such matters as may arise during the term of the Contract.

### **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.

<b>5.0 TIMELINE</b>	<b>DATES:</b>
1. RELEASE OF REQUEST FOR QUALIFICATIONS	Thursday, January 30, 2025
2. DEADLINE FOR SUBMISSION OF QUESTIONS	Tuesday, February 11, 2025 at 3:30 P.M. PST
3. RESPONSES TO QUESTIONS FROM DISTRICT	Tuesday, February 18, 2025
4. DEADLINE FOR PROPOSALS	Tuesday, March 4, 2025 at 1:30 P.M. PST
5. TENTATIVE DATE FOR AWARDING CONTRACT	Approximately 30-45 days after the RFQ closes. The District will contact all Respondents.

**6.0 PERIOD OF PERFORMANCE**

The Period of Performance shall be for five (5) years, with the completion date of June 30, 2030 with no obligation by the District to purchase any specified amount of services.

**7.0 PROPOSAL SUBMITTAL**

PACKAGING

7.1 All elements of your Statement of Qualifications Package (SOQ) must be submitted In Adobe Acrobat PDF format, on a single flash drive. Submit a flash drive in its own sealed envelope and include the firm's name clearly printed on the top surface label of the envelope and include the firm's name clearly printed on the top surface label of the envelope and label on the flash drive with the firm's name. No hard copies of the SOQ are required.

The Cost, consisting of Proposed Fees and the Financial information must be submitted on a separate flash drive and clearly marked as the sealed Cost / Financial Information with the Firms name.

SUBMITTAL

7.2 Each SOQ Package flash drive must have the following PDF files organized and named as shown below.



*It is important (and required) that all submittals precisely follow these naming and organization requirements. Please insert the name of your firm in place of {FIRM NAME} shown below when naming your PDF files.*

All Respondents will have the following 7 PDF files:

*: Minimum Required PDF Files*

<b>File Name Format</b>	<b>Content</b>
{FIRM NAME}_SOQQ.pdf	Completed 'Statement of Qualifications Questionnaire' (SOQQ).
{FIRM NAME}_SignatureAuth.pdf	Signature Authorization documentation. See Section 9.3
{FIRM NAME}_Stmt of Compliance.pdf	Statement of Compliance
{FIRM NAME}_ CoIStmt.pdf	Conflict of Interest Statement
{FIRM NAME}_Conf.Clause.pdf	Confidentiality Clause (If NA it must still be included)

{ FIRM NAME } Local Business pdf	Local Business Qualifications Affidavit
{ FIRM NAME } Veteran Business pdf	Veteran Business Affidavit (If NA it must still be included)

PDF files should be text searchable. If a document was scanned and the original electronic file is not available, 'Text Recognition' or 'OCR' tools should be run before submittal to make the scanned text within the PDF searchable.

PDF page sizes must be 8.5" x 11" (or 11" x 17" for exhibits or work examples only) to facilitate printing by our evaluation teams, if needed. Font size must be 11 pt. or greater.

Prepare a hard copy cover letter to accompany your SOQ Package flash drive. Upon receipt by the District of your cover letter and flash drive, this letter will be date and time stamped as evidence that the submittal was received before the Deadline for Submission.

- 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 March 4, 2025 at 1:30 P.M. PST 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.
- 7.6 The SOQ Package must be received by Deadline for Submission at:

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attention: Marilyn Weisenberg-Administrator



## **8.0 SOQ GENERAL REQUIREMENTS**

### **Procedures for Submitting Statement of Qualifications (SOQ)**

- 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 Proposal 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 be 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 submission 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 The proposal shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 8.10 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.

## **9.0 SOQ PACKAGE REQUIREMENTS**

- 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

This Section describes each of the elements that must be included in your SOQ Package.

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-P (in this section, 9.1) 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.

In addition to the above, submit the Confidentiality Clause and the Statement of Qualifications Questionnaire attached herein as Exhibit A.

D. Confidentiality Clause (Exhibit A)

E. Statement of Qualifications Questionnaire (SOQQ) (Exhibit B)

On the first page of the form, there is a section that asks for the name and title of the 'Agreement Signatory'. This may not be the person preparing the SOQ package, but rather is the person that has the authority and authorization to execute Agreements on behalf of your company.

F. Statement of Compliance (Include Exhibit C)

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.

G. Conflict of Interest Statement (Exhibit D)

Respondent must complete (and its subcontractors/subconsultants) and submit the Conflict of Interest Statement attached herein as Exhibit D. For responses answered yes, additional sheets to fully describe the potential conflict.

H. 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.

I. Corporate Profile

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 Company Profile should be concise and clear and include descriptive information regarding service delivery. 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.

J. 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 (prime and subconsultants) that will perform the requested services. Resumes shall highlight title, education, licenses (issue and expiration dates), similar project experience within last five (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.

K. Technical Approach and Methodology

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

L. 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. 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. 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.

M. Procurement Preference Programs (P3) (If applicable include Exhibit E and/or F)

The District complies the preference programs adopted by the County of Riverside. Where applicable, a five percent (5%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from a Service-Disabled Veteran, Veteran, National Guard and Federal Reserve Veteran, Active

Member of the U.S. Armed Forces, National Guard or Federal Reservist - Owned Businesses and for Veteran-Qualified Businesses. The preference program also provides for a 5% match for Local or Small Businesses. A five percent (5%) price preference shall be applied to the total bid price during evaluation of the bid responses. If the overall low responsible and responsive business is a non-local or small business vendor, the local or small business vendor who is within five percent (5%) of that overall low bidder may, where applicable, be offered the opportunity to match the overall low bidder's price and will receive the award. Businesses are to provide proof of designation as identified in the Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>) and shall submit the required documentation with their bid submittal along with the appropriate affidavit. If the Bidder fails to provide the required documents, the Bidder may be disqualified from obtaining the preference. It is the sole responsibility of the Bidder to provide the required documentation. Application of preferences may be waived if funding sources disallow it. Additional information about the application of preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>). **Federal Exclusion List** - if the award is federal or state funded, the potential bidder must go to the following website (<https://www.sam.gov/portal/public/SAM>) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the County immediately if debarred at any time during the contract period.

N. References with demonstrated success with similar work to the Scope of Work

Respondent shall:

- Furnish a representative list of three (3) projects involving work as specified in the Scope of Work. Failure to submit the required information with the Proposal may be cause for rejection. The District reserves the right to contact each and every reference listed.
  1. Client business name and address.
  2. Client personnel name, title, telephone and email address.
  3. Names of personnel from Respondent's team that participated on the above project and their specific role.

O. Financial Information (provided on a separate flash drive)

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 the flash drive 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.

Financial statements should only be included on the flash drive marked Cost/Financial information.

P. Proposed Fees (provided on the separate flash drive with Financial Information)

Proposed fees will not be considered by the Evaluation Committee for purposes of selection. A Respondent's proposed fees should only be included on the flash drive marked Cost/Financial information in a sealed envelope and marked "Confidential."

The District reserves the right to negotiate with the Respondent(s) it selects, if any, all or any portion of such Respondent(s)' fee proposal, and if unable to reach an agreement on fees with the selected Respondent(s), ultimately may reject such Respondent(s).



Each of these elements must be submitted in the format and in the specific files required in Section 7 of this RFQ. Information submitted that does not follow those requirements may not be evaluated.

## 9.2 Statement of Qualifications Questionnaire

Submit as: {FIRM NAME} SOQQ.pdf

Each Respondent must complete the 'Statement of Qualifications Questionnaire' (SOQQ) included as Exhibit B to this RFQ.

Three specific notes about the SOQQ Form:

1. On the first page of the form, there is a section that asks for the name and title of the 'Agreement Signatory'. This *may* not be the person preparing the SOQ Package but rather the person that has the authority and authorization to execute Agreements on behalf of your company.
2. Statement of Compliance Agreement Terms and Conditions form requires you to affirm your willingness and ability to provide the required insurance coverage and agreement to the District's standard required indemnification language. Both can be read in detail on the sample Agreement provided in Exhibit G of this RFQ.

The insurance requirements are summarized below for reference.

- i. General Liability = **\$2,000,000/\$4,000,000 annual aggregate**
- ii. Vehicle Liability = **\$1,000,000**
- iii. Worker's Compensation Insurance covering all of the Contractor'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.
- iv. Professional Liability or Errors and Omissions = **\$1,000,000 per occurrence/\$2,000,000 annual aggregate**
- v. **Aviation Liability** (if applicable) = \$2,000,000/\$4,000,000 annual aggregate
- vi. **Cyber Liability** (if applicable) = \$2,000,000/2,000,000 annual aggregate

### Note:

- All insurance requirements apply both to your firm and to any sub-consultants you may use in providing services to the District.
- Insurance forms are not required with your SOQ Package. Selected firms will be required to submit the actual insurance forms prior to execution of any Agreement.

## 9.3 Signature Authorization

Submit as: {FIRM NAME} SignatureAuth.pdf

The Firm selected will be asked to execute an 'Agreement' with the District. The person identified as the 'Agreement Signatory' on the SOQQ form (Exhibit B to this RFQ) will be the person to execute this agreement on behalf of your company.

### Signature Authority Documents

A. Company Formation Documents

B. Resolution or Applicable Documents evidencing the firm's authorized signatory

The document(s) to be included in the {FIRM NAME} SignatureAuth.pdf file shall consist of any appropriate company documentation as identified in Table 1: *Signature Authority Documents* that affirms that the person identified as the 'Agreement Signatory' has been duly authorized to enter into a n Agreement on behalf of the company.

9.4 Qualification Documentation

Project Team

Provide the following information within this Section:

- **Organizational chart(s)** identifying key personnel and pertinent support staff that will be available to perform and/or assist with the work required.
- **Personnel Table** identifying all key personnel that are be involved in performing the work. For all listed personnel, identify names, job titles (job title refers to the function on this contract, not necessarily their company title), years of experience, and licenses or certifications (as applicable). If sub-consultants are key to the completion of the work, please include them in Table 4 Personnel table.

*Format for Personnel Table*

Person 1	Title	Yrs. Exp	Certifications
Person 2	Title	Yrs. Exp	Certifications
Person 3	Title	Yrs. Exp	Certifications

- **Resumes** shall be provided for key personnel that would be leading the work.
- **Up to ten (10) pages of resumes can be provided.**

**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 EVALUATION CRITERIA**

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

- 11.1 Proposals will first be reviewed on a pass/fail basis. Proposals with the following condition may be rejected as non-responsive, if:
- Proposal shows an inability to meet the insurance requirements.
- 11.2 If the Respondent has met the requirement 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
  - Clarification, exceptions or deviations
- 11.3 After a Respondent has been selected by the District, the District and Respondent will negotiate a contract for submission to the Board of Supervisors for their consideration and possible approval.
- 11.4 The District reserves the right to withdraw the Request for Qualifications (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.

## **12.0 EVALUATION PROCESS**

### GENERAL

- 12.1 Throughout the entire process of the proposal, Respondent may only contact the Administrator who is administering the RFQ. Attempts by the Respondent to contact any other District representative may result in disqualification of the Respondent.
- 12.2 All evaluation material will be considered Confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

### EVAULATION PROCESS

- 12.3 Proposals will be reviewed by the Administrator to verify compliance with submission instructions, response requirements, and minimum requirements. Any proposals not meeting the minimum requirements may be deemed non-responsive.
- 12.4 Proposal evaluation will commence immediately following the review conducted by the Administrator. 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.
- 12.5 The District may select qualified Respondent(s) based solely on the submitted proposal(s).
- 12.6 Following the evaluation of the submitted proposals, a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 11. The District may elect to have the short list of Respondents give oral

presentations. Short-listed Respondents must be prepared to give their presentation within five (5) business days of the request by the District. The evaluation panel may ask questions about Respondent's written proposal and other issues regarding the scope of work. Presentations will be evaluated and the District may ask short-listed firms to submit a "best and final" proposal. The short-list interview may be scored. In addition to interviews with the short-list of Respondents, the Selection Committee may also conduct onsite visits and/or tours of the Respondent's place of business.

### NEGOTIATIONS

12.7 Negotiations regarding agreement terms, conditions, scope of work and pricing (if applicable) may or may not be conducted with Respondents. Therefore, proposals submitted should contain the Respondents most favorable terms and conditions, since the selection and award may be made without any onsite 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.

## **13.0 INTERPRETATION OF RFQ**

13.1 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](http://www.rcflood.org). The District is not responsible for any other explanations or interpretations.

13.2 All Respondent questions, clarifications or comments must be submitted in writing and must be received by the District no later than February 11, 2025 by 3:30 P.M. PST. Inquiries received after this date will not be accepted or responded to. Ensure all questions, clarifications or comments are addressed to [mcweisen@rivco.org](mailto:mcweisen@rivco.org).

13.3 All email correspondence shall be clearly marked in the subject line with "RFQ FCARC-00190 / Questions". Within the body of the email, each inquiry must reference the section number and title from the RFQ that the question pertains to.

## **14.0 CONTRACTUAL DEVELOPMENT**

14.1 Upon selection of the most qualified Respondent 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 Respondent selected, negotiations with that Respondent 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 Exhibit G.

The District and the Respondent will negotiate a contract(s) for submission to the Board of Supervisors for their consideration and possible approval.

14.2 Payment by the District for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the District and approved by the appropriate District representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, within forty-five (45) days after approval of such billing statement.



**15.0 PUBLIC RECORDS**

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

**16.0 CONFIDENTIALITY AND PROPRIETARY DATE**

All materials received relative to this 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 disclosable to the public. Proposals received will be subject to Government Code §7920 et. seq., the California Public Records Act. Respondents should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

**17.0 COUNTY OBSERVED HOLIDAYS**

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12 <sup>th</sup>
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup> <i>*Observed by SEIU and LIUNA Union Members</i>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup>
*Thanksgiving Day	Fourth Thursday in November
*Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25 <sup>th</sup>

**\* Note:**

1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
2. Friday following Thanksgiving Day.
3. December 24<sup>th</sup> and 31<sup>st</sup> when they fall on Monday.
4. December 26<sup>th</sup> and January 2<sup>nd</sup>, when they fall on Friday.
5. Friday proceeding January 1<sup>st</sup>, February 12<sup>th</sup>, June 19<sup>th</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup>, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
6. The District hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday.

**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 9.1, 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 Employment Acknowledgement and Confidentiality Agreement, including protection of names and other identifying information from unauthorized disclosure. Contractor/Consultant shall not disclose, except as specifically permitted by this Employment Acknowledgement and Confidentiality 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 Employment Acknowledgement and Confidentiality 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 Employment Acknowledgement and Confidentiality Agreement.

Contractor/Employee Name: \_\_\_\_\_

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

**EXHIBIT B**

**STATEMENT OF QUALIFICATION**

**QUESTIONNAIRE**

**INSTRUCTIONS**

Electronically print or use black ink and print legibly. If the questionnaire is altered, is incomplete and/or does not include the required attachments, the SOQ may be rejected for non-responsiveness.

Use additional sheets if space provided is not adequate.

Firm's Legal Name: \_\_\_\_\_

Firm's Legal Address: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Principal Telephone No.: \_\_\_\_\_ Principal Fax No.: \_\_\_\_\_

Web Address: \_\_\_\_\_

Firm is (check one): Partnership  Sole Proprietorship  Other  \_\_\_\_\_

Address from which contract shall be serviced:

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Identify the person that would sign any Agreements with the District\*:

Agreement Signatory: \_\_\_\_\_ Title: \_\_\_\_\_

*\*Appropriate Signature Authorization for this person is required. See section 9 of the RFQ.*

Project Manager responsible for the Firm's service, delivery, execution and performance of projects:

Project Manager: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Ext.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

CA Registration No. (if applicable): \_\_\_\_\_

Expiration Date (if applicable): \_\_\_\_\_

Check here  and stop if Project Manager is the same at the Contact Person.

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Ext.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

**EXHIBIT C  
 STATEMENT OF COMPLIANCE**

**AGREEMENT TERMS AND CONDITIONS**

The Respondent shall read the Required Insurance and Indemnification (Sections 9.0) language of the Sample Agreement included as Exhibit G. The Respondent is advised that the ability and willingness to conform to District contract requirements is a partial basis for selection.

<b>INSURANCE</b>		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<p>By checking "Yes" the Respondent is affirming that it has read, is able and is willing to provide the required insurance as described in Exhibit G. District will request the actual insurance form when a task order is issued.</p> <p>If "No" is selected, the Respondent shall attach an explanation. This explanation shall clearly indicate what alternate coverage can be provided and explain what impact the proposed alternate has on the services to be provided.</p>

<b>INDEMNIFICATION</b>		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<p>By checking "Yes" the Respondent indicates that it is willing to accept the indemnification requirements as described in Exhibit G</p> <p>If "No" is selected, the Respondent shall attach a list of exceptions. This 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.</p>

**SIGNATURE**

**THE FOREGOING AND ALL INFORMATION IN THIS STATEMENT OF QUALIFICATIONS IS TRUE AND CORRECT:**

Signature of authorized person preparing this SOQ:

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

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

Printed or Typed Name and Title: \_\_\_\_\_

**EXHIBIT D**

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

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

[Yes]  [No]

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

[Yes]  [No]

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

[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]

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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 E**

**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 months, 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 F****Veteran, Active Duty and/or National Guard Business Affidavit**

The County of Riverside Veteran, National Guard, and/or Active-Duty Business Preferences may be applied to this Request for Proposal/Quotation. If you qualify for any of these preferences, please submit this form along with your response to this RFP/Q.

**Definitions of Veteran, National Guard, and/or Active-Duty Businesses**

*Please check the category you are applying for:*

**A Service-Disabled Veteran-Owned Business (SDVOB) shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more service-disabled veteran(s).** A service-disabled veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard, Federal Reservists, or National Guard and who possesses either a disability rating letter issued by VA establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense.

**A Veteran-Owned Business (VOB) shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more veteran(s).** A veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and who was discharged or released under conditions other than dishonorable. Federal Reservists or members of the National Guard called to federal active duty, as well as Federal Reservists or National Guard members who have completed twenty (20) years of service and are eligible to receive Reserve component retirement, also qualify as veterans.

**A National Guard and Federal Reserve Veteran-Owned Business shall mean a business concern, consultant or contractor is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more National Guard or Federal Reservist veteran(s).** Federal Reservists or National Guard veteran is a member who served honorably in the Reserves or National Guard but has no active-duty time other than for training purposes only.

**An Active-members of the U.S. Armed Forces, National Guard or Federal Reservist-Owned Business shall mean a business concern, consultant or contractor that is at least 51 percent directly and unconditionally owned and controlled by a combination of one or more active members of the U.S. Armed Forces, National Guard or Federal Reservist(s).** An active member is a person who is a current member of the U.S. Armed Forces serving on active duty or who is a current member of the National Guard or Federal Reserve forces serving on Title 10 or Title 32 active duty or current members of the National Guard and Reserve forces.

**A Veteran-Qualified Business (VQB) shall mean a business concern, consultant or contractor that maintains a workforce in which no less than 10% of its total are veteran employees.** A veteran is a person who served on active duty with the Army, Air Force, Navy, Marine Corps, or Coast Guard for any length of time and who was discharged or released under conditions other than dishonorable. Federal Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in the line of duty or while in training status, as well as Federal Reservists or National Guard members who have completed twenty (20) years of service and are eligible to receive Reserve component retirement, also qualify as veterans.

The supporting documentation to be provided along with this form and your response to this RFP/Q includes:

**SDVOB, VOB, VQB Business**

1. A valid DD Form 214 (long form) or NGB Form 22 along with a VA disability rating letter for each veteran owner(s) to establish confirmation of military service and discharge status. National Guard members and Federal Reservists with twenty (20) years or more service shall provide a copy of retirement orders or Military identification card showing retired status from the reserves

**National Guard and Federal Reserve Veteran-Owned Business**

1. A valid NGB Form 22 for each National Guard veteran owner(s) to establish confirmation of service. A valid DD Form 214 (long form) and an honorable discharge certificate for each Federal Reservist veteran owner(s) to establish confirmation of service.



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**Active members of the U.S. Armed Forces, National Guard or Federal Reservist-Owned Business**

1. Proof of service orders or military ID card showing active Reserve, National Guard or Active-Duty status in the U.S. Armed Forces.

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

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

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

Names of Veteran or Active Duty Owner(s) and their ownership percentage (if applicable):

\_\_\_\_\_  
\_\_\_\_\_

Total Number of Company Employees (if applicable): \_\_\_\_\_ Total Number of Veteran Employees: \_\_\_\_\_

DUNS # (where applicable): \_\_\_\_\_

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

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

**Submittal of false data will result in disqualification of Veteran Preference and/or doing business with Riverside County. Additional information about the application of these preferences can be found in Board Policy B-34 (<https://www.rivcocob.org/wp-content/uploads/2019/06/POLICY-B34.Revised.05-21-19.pdf>).**

**EXHIBIT G**  
**SAMPLE AGREEMENT**

**CONSULTING SERVICES AGREEMENT**

for

**FEDERAL LEGISLATIVE REPRESENTATION SERVICES**

between

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

and

**(INSERT COMPANY NAME)**



**CONSULTING SERVICES AGREEMENT**  
Federal Legislative Representation Services

This Consulting Services Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, hereinafter called "DISTRICT", and [INSERT NAME OF CONSULTANT], [INSERT LEGAL CAPACITY], hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. **SCOPE OF SERVICES** - CONSULTANT shall provide assistance to and representation on behalf of DISTRICT in securing federal assistance for flood control and other related water resource development projects as described in Attachment "A", attached hereto and made a part hereof.
2. **RETAINER** - DISTRICT hereby retains CONSULTANT to furnish tools, equipment, facilities, materials, labor and incidentals necessary to perform in a complete, skillful and professional manner those consulting services described in Attachment "A".
3. **TERM OF AGREEMENT** - The term of this Agreement shall become effective on July 1, 2025 and shall terminate at the end of June 30, 2030.
4. **COMPENSATION** - As compensation for the services to be rendered hereunder, DISTRICT agrees to pay CONSULTANT [INSERT COMPENSATION DETAILS]. The total compensation paid to CONSULTANT for the services to be rendered under the terms of this Agreement shall not exceed a total sum of [INSERT TOTAL MAXIMUM AMOUNT] Dollars (\$XXXXXX) for the term of the Agreement.

In addition to the compensation referred to herein, CONSULTANT shall be reimbursed for [INSERT TRAVEL EXPENSES REIMBURSEMENT DETAILS IF

APPLICABLE], provided, however, that such travel is approved in advance in writing by DISTRICT's General Manager-Chief Engineer. DISTRICT shall pay CONSULTANT for such expenses upon receipt of billing and accounting therefor by CONSULTANT. The total amount paid to CONSULTANT for travel expenses shall not exceed [MAXIMUM TRAVEL EXPENSES AMOUNT] (\$XXXX). The total amount of this Agreement, inclusive of travel expenses, shall not exceed [TOTAL AMOUNT] (\$XXXXXX).

5. PAYMENT - Payment to CONSULTANT shall be paid by DISTRICT following satisfactory performance of the services as set forth herein and within thirty (30) calendar days after DISTRICT's approval of appropriate monthly invoice(s) from CONSULTANT. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods. Upon DISTRICT request, such records shall be made available for inspection within ten (10) calendar days to verify the invoices of CONSULTANT. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

6. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15<sup>th</sup> day of the month following the end of the Billing Period. Incomplete invoices will be returned to CONSULTANT for correction.

- 7. SUBCONSULTANT - CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish certain portions of the work covered by this Agreement, however, except as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this Agreement, CONSULTANT shall require its subconsultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs special consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the special consultant's designs or other work performed pursuant to this Agreement.

- 8. NOTICES AND REPORTS - Any notices and reports required or desired to be served by either party upon the other shall be delivered via telephone, electronic mail or mailed by first class mail, postage prepaid, to the respective parties as set forth below:

RIVERSIDE COUNTY FLOOD CONTROL	NAME
AND WATER CONSERVATION DISTRICT	ADDRESS
1995 Market Street	ADDRESS
Phone: 951.955.1250	Phone: XXX-XXX-XXX
Attn: General Manager-Chief Engineer	Attn: TBD

- 9. INDEMNIFICATION - To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,

officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or upon any services of CONSULTANT, its officers, employees, subconsultants, 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 or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, against the Indemnitees in any claim or action based upon such alleged acts or omissions.

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 their 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 such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving 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 Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with California Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law. The obligations reflected in this section shall survive the discharge or other termination of this Agreement.

10. INSURANCE REQUIREMENTS - As respects to the insurance section only, DISTRICT herein refers to 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. Without limiting or diminishing CONSULTANT's obligation to indemnify or hold the Indemnitees 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. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

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's limit of liability shall not be less than \$2,000,000 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 DISTRICT as Additional Insureds.

C. 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 DISTRICT as Additional Insureds.

D. Professional Liability:

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 its 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 as long as the law allows.

E. General Insurance Provisions - All lines:

- i. 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.
- ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 DISTRICT, and at the election of the DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either: 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 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 a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a 30-day Notice of Cancellation endorsement.

- iv. 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 coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until DISTRICT has been furnished 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.

- v. It is understood and agreed to 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 and/or self-insured programs shall not be construed as contributory.
  - vi. 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, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in the DISTRICT Risk Management's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
  - vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
  - viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
  - ix. 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.
11. RECORD RETENTION/AUDIT - CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement for at least five (5) years following the

termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

12. CONFIDENTIALITY OF DATA - All financial, statistical, personal, technical or other data and information 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 and in writing by DISTRICT or if the disclosure is made to CONSULTANT's subconsultants as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT.

These same requirements shall be applicable to any of CONSULTANT's subconsultants.

CONSULTANT shall include the requirements stated in this section in the Agreement with any of its subconsultants.

13. TERMINATION - At any time during the term of this Agreement, DISTRICT may:
- a. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) calendar days written notice stating the extent and effective date of termination;
- or

- b. Upon five (5) calendar 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, DISTRICT may proceed with the work in any 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 provisions 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 21 (hereinafter titled 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. 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.
17. FORCE MAJEURE - If either of the Parties cannot 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.
18. EDD REPORTING REQUIREMENTS - In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement

when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

19. 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 the County of 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.

20. 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.
21. NON-DISCRIMINATION - CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, disability, physical condition, marital status or age and to the extent they shall be found applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
22. NON-APPROPRIATION OF FUNDS - It is mutually agreed and understood that the obligations 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 payment for work already performed in accordance with this Agreement.

23. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.
24. COUNTERPARTS: ELECTRONIC SIGNATURES - This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,  
A body corporate and politic**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN  
County Counsel

ATTEST:

KIMBERLY RECTOR  
Clerk of the Board

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Consulting Services Agreement w/TBD  
Federal Legislative Representation Services  
07/01/2025-06/30/2030

**[INSERT NAME OF CONSULTANT],**  
a **[INSERT LEGAL CAPACITY]**

By \_\_\_\_\_  
[INSERT NAME OF AUTHORIZED SIGNATORY]  
[INSERT AUTHORIZED SIGNATORY'S JOB TITLE]

By \_\_\_\_\_  
[INSERT NAME OF AUTHORIZED SIGNATORY]  
[INSERT AUTHORIZED SIGNATORY'S JOB TITLE]

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

SAMPLE

Consulting Services Agreement w/TBD  
Federal Legislative Representation Services  
07/01/2025-06/30/2030

**ATTACHMENT "A"****SCOPE OF SERVICES**

1. Provide a monthly synopsis of flood control and other water resource development legislation and rulemaking.
2. Maintain close contact with the U.S. Army Corps of Engineers at the headquarters, division, district and Assistant Secretary of the Army (Civil Works) levels, as may be appropriate.
3. Make appropriate calls on the Office of Management and Budget, the Council on Environmental Quality, the Environmental Protection Agency, the Bureau of Reclamation, the United States Air Force (March Air Reserve Base), United States Forest Service, United States Fish and Wildlife Agency, United States Geological Survey, National Resource Conservation Service and other Executive Departments and offices to expedite approvals of policy matters, permits and funding for various flood control and related water resource projects affecting the District.
4. Maintain close contact with the appropriate committees in the Congress of the United States to ensure enactment of beneficial legislation and appropriations.
5. Assist the District in preparing testimony and legislation to be presented to the various committees in the Congress of the United States.
6. Work closely with the District's Congressional Delegation to gain support for appropriations and legislation benefiting the District.
7. Assist the District in processing permits and approvals through various federal regulatory agencies.
8. As directed by the District, contact and establish liaisons with individuals or officers as may be necessary to further the District's efforts on such matters as may arise during the term of the Agreement.

Consulting Services Agreement w/TBD  
Federal Legislative Representation Services  
07/01/2025-06/30/2030