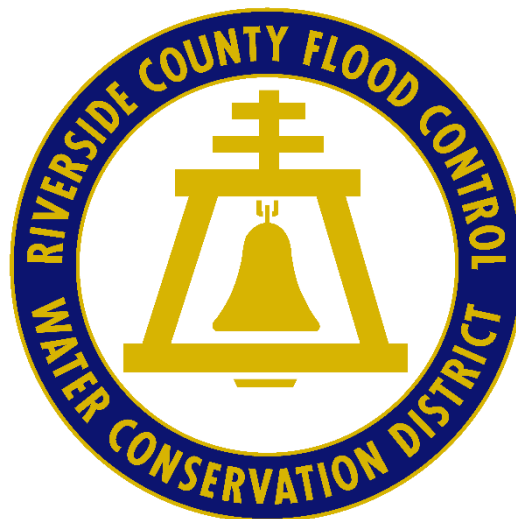


REQUEST FOR QUALIFICATIONS (RFQ)

FCARC-00162

for

**FOR SPECIAL COUNSEL FOR ADVISORY SERVICES IN THE
AREA OF WATER AND ENVIRONMENTAL LAW**



Prepared by:
Marilyn Weisenberg, Administrative Services Analyst II
Purchasing Supervisor
Riverside County Flood Control and Water Conservation District
1995 Market Street, Riverside, CA 92501
951.955.4348 / 951.955.4532 (fax)
Email: mcweisen@rivco.org
NIGP: 96149

TABLE OF CONTENTS

Content	Page
Instruction to Respondents.....	3
Proposal Cover Page.....	4
Appendix A	
1.0 Definitions.....	5
2.0 Purpose/Background.....	5
3.0 Scope of Service	6
4.0 Work Product	6
5.0 Timeline	7
6.0 Period of Performance	7
7.0 Proposal Submittal.....	7
8.0 General Requirements.....	8
9.0 Required Format of Proposals	8
10.0 Compensation	12
11.0 Evaluation Criteria.....	12
12.0 Evaluation Process.....	13
13.0 Interpretation of RFQ.....	14
14.0 Contractual Development	14
15.0 Public Records	14
16.0 Confidentiality and Proprietary Date	15
17.0 County Observed Holidays.....	15
Exhibit A: Confidentiality Clause	16
Exhibit B: Statement of Qualification Questionnaire.....	17
Exhibit C: Conflicts of Interest Statement.....	19
Exhibit D: Local Business Qualification Affidavit	21
Exhibit E: Sample Agreement.....	22

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.
- II. **Prices/Notations:** All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. **Pricing/Terms/Tax:** All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The Riverside County Flood Control and Water Conservation District (DISTRICT) pays California Sales Tax and is exempt from federal excise tax. In the event of an extension error, the unit price shall prevail.
- IV. **Period of Firm Pricing:** Unless stated otherwise elsewhere in this document, prices shall be firm for 365 days after the closing date.
- V. **Recycled Material:** Wherever possible, the District is looking for items made from, or containing in part, recycled material. Respondents are encouraged to bid items containing recycled material as an alternative for the items specified; however, the District reserves the right to reject those alternatives as non-responsive.
- VI. **Method of Award:** The District reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the District to be most advantageous to the District. The District recognizes that prices are only one of several criteria to be used in judging an offer and the District is not legally bound to accept the lowest offer.
- VII. **Other Terms and Conditions:** The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the application Terms and Conditions may be obtained by visiting the County's website at www.purchasing.co.riverside.ca.us or contact Riverside County Purchasing at 951.955.4937 and request a copy to be faxed or mailed to you.
- VIII. **Return of Bid/Closing Date/Return to:** The bid response shall be delivered to Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501 by 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. **Local Preference:** The District complies with a local preference program adopted by the County of Riverside for those Respondents located within the geographical boundaries of Riverside County. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference, Respondent must include a copy of a Riverside Business Tax License that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit

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

IF CHECKED, THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ/P

Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

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

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

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

PROPOSAL COVER PAGE

RESPONDENT TO COMPLETE ALL APPLICABLE AREAS

If not already registered as a vendor, Respondents are required to complete the vendor registration process, please refer back the Vendor Instructions 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: Thursday April 30, 2020 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 15-30 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)
___ Disabled Veteran Business Enterprise

APPENDIX A

1.0 DEFINITIONS

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

- A. "Addendum" shall mean an amendment or modification to the RFQ.
- B. "Bid" shall mean the proposal submitted by Respondents on the Bid Form consistent with the Instructions to Respondents, to complete the Work for a specified sum of money and within a specified period of time.
- C. "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" 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 considering retaining legal counsel to provide advisory services in the areas of law, policy, regulation and permitting pertaining to protection and management of the water environment

BACKGROUND

- 2.2 The District is the regional flood management authority for the western part of Riverside County. The legal counsel and advisory services being sought will principally support the District's Watershed Protection and Regulatory Divisions. The Watershed Protection Division leads the District, Cities, and the County of Riverside (the Co-Permittees) National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit compliance programs. The Regulatory Division manages federally mapped floodplains and obtains the applicable state and federal environmental permits and clearances for all District maintenance, repair and construction activities.
- 2.3 The regulatory and permitting framework for the maintenance, repair and construction of flood control infrastructure; and for the management of NPDES stormwater programs in California comprises many overlapping sets of permits, standards and regulations at local, state and federal levels. This framework is under ongoing revision, refinement and

interpretation by the applicable regulatory agencies. With this RFQ, the District seeks to retain specialized counsel to assist staff with assessing the implications of regulatory agency policy and permitting initiatives on its programs.

3.0 SCOPE OF SERVICE

3.1 SCOPE OF SERVICE / GENERAL

The Riverside County Flood Control and Water Conservation District (District) is seeking legal counsel to provide advisory services in the areas of law, policy, regulation and permitting pertaining to protection and management of the water environment.

3.2 PROFESSIONAL SERVICES REQUIRED

Firms responding to the RFQ shall demonstrate expertise in federal, state and local water quality and environmental laws, regulations, policies and guidance documentation. More specifically, firms must demonstrate an in-depth knowledge of NPDES permits, especially California MS4 permits and other regulatory programs for water quality, including but not limited to: the Federal Clean Water Act, California Porter-Cologne Water Quality Control Act, Inland Surface Waters, Enclosed Bays and Estuaries Plan, Regional Board Water Quality Control Plans and Total Maximum Daily Load Guidance (TMDL) and Policy. Such understanding shall also include working knowledge of the State Water Resources Control Board and Regional Water Quality Control Boards legal, regulatory and administrative processes. Firms should be knowledgeable in California's Administrative Procedures Act, the California Environmental Quality Act (CEQA) and other related provisions of law.

Firms that demonstrate expertise in other federal/state laws and regulations including federal and state endangered species acts, habitat conservation plans, California Fish and Game Code (e.g. Section 1600), and historic/tribal cultural resources (e.g. Section 106 of the National Historic Preservation Act and California AB 52) are desirable, however the focus of this RFQ is for water quality-related legal services. The firm(s) will be required to provide personnel and all necessary support, including computer hardware and software, sufficient to perform the services.

The requested services may include:

1. Advise the District representatives in person and in writing as to procedures, legality of documents, policy concerns, and legal implications with respect to national and state water and environmental laws and their application to District areas of interest - principally stormwater policy and permitting.
2. Provide legal advice in connection with the development of the regulatory framework for stormwater in the State of California including implementation of Federal Clean Water Act, California Porter-Cologne Water Quality Control Act, California Administrative Procedures Act, Regional Water Quality Control Plans, TMDL Guidance and Policy, stormwater permitting (including, municipal, industrial, and construction permits), and the application of numeric effluent limitations to permits. Advice may also be sought regarding the legal, regulatory and administrative processes of the State Water Resources Control Board and Regional Water Quality Control Boards
3. Optional: Provide legal advice in connection with the implementation of CEQA, California Fish and Game Code, Sections 404 and 401 of the Clean Water Act, California Porter Cologne, Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), and the Coachella Valley MSHCP, and Tribal laws such as Section 106 of the National Historic Preservation Act and AB 52.
4. Optional: Advise the District and make written recommendations in regard to proposed federal/state laws and regulations such as, but not limited to, proposals from the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, State Water Resources Control Board, Regional Water Quality Control Boards, and the California Department of Fish and Wildlife. This work may include reviewing regulatory agency proposals and proposed rules and drafting formal response letters along with attending meetings and public hearings.

5. Assist the District in developing policy and permitting position statements.
6. Attend meetings as requested of the District including internal negotiations and coordination with regulatory and resource agencies as requested by District that arise from or relate to District activities.
7. Provide representation in hearings, arbitrations, mediations, and any litigation concerning environmental issues that relate to or arise

4.0 WORK PRODUCT

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

5.0 TIMELINE	DATES:
1. RELEASE OF REQUEST FOR PROPOSAL	Thursday, April 9, 2020
2. DEADLINE FOR SUBMISSION OF QUESTIONS	Friday, April 17, 2020 at 3:30 p.m. PST
3. RESPONSES TO QUESTIONS FROM DISTRICT	Wednesday, April 22, 2020
4. DEADLINE FOR PROPOSALS	Thursday, April 30, 2020 at 1:30 p.m. PST
5. TENTATIVE DATE FOR AWARDING CONTRACT	Approximately 15-30 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, 2025, with no obligation by the District to purchase any specified amount of services.

7.0 PROPOSAL SUBMITTAL

PACKAGING

7.1 Due to the COVID 19 PANDEMIC there are no "Packaging" requirements; all submittals will be done electronically.

SUBMITTAL

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

The Statement of Qualifications (SOQ) must be provided as an electronic submittal in .pdf format, contain all necessary materials, and be less than 25 MB. **Late SOQs will be rejected as not meeting the mandatory RFQ requirements.**

ALL BIDS MUST BE SENT TO:

Marilyn Weisenberg / ASA II, Purchasing
mcweisen@rivco.org
RFQ# FCARC-00162 / Respondent Statement of Qualifications

8.0 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 must be made in ink; properly initialed by the Respondent's authorized representative; executed; and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Respondent to ensure that modified proposals are resubmitted before the RFQ submitted deadline.
- 8.8 Respondents may withdraw their proposals at any time prior to the due date and time by submitting notification of withdraws signed by the Respondent's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.9 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single or double-sided, each section clearly titled, with tabs A-O (see Section 9.0), and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addendums, if any, must be acknowledged in the proposal.
- 8.10 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc., are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 8.11 A proposal may be considered non-responsive if conditional, incomplete, or if it contains alternations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.0 REQUIRED FORMAT OF PROPOSALS

- 9.1 Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this 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 10. Respondents may be deemed non-responsive if they do not respond to all Sections A through O.

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

- A. Executive Summary Letter, Proposal Cover Page (*Page 4 of this RFQ*), and all Addendums (if any)
- B. Table of Contents
- C. Validity of Proposal
- D. Statement of Compliance (*Include Exhibit A*)
- E. Statement of Qualification Questionnaire (*Include Exhibit B*)
- F. Minimum Requirements
- G. Corporate Profile
- H. Project Team
- I. Technical Approach and Methodology
- J. Record of Past Performance
- K. Conflict of Interest (*Include Exhibit C*)
- L. Business Outreach Program Compliance (*If applicable, include Exhibit D*)
- M. Financial Information
- N. Proposed Fees
- O. References

A. Executive Summary Letter, Proposal Cover Page, and all Addendums (if any) (2 page limit)

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-O (in order listed above) and by sequential page numbers.

C. Validity of Proposal

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

D. Statement of Compliance (*Include Exhibit A*)

Respondents shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording/changes, reasons for submitting the proposed exception, and any impact the proposed exception may have on the services to be provided. In addition to the above, submit the Confidentiality Clause and the Statement of Qualifications Questionnaire attached herein as Exhibit A.

E. Statement of Qualifications Questionnaire (SOQQ)(*Include 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 Consulting Service Agreements on behalf of your company.

The second page of the SOQQ form requires the Respondents to affirm the 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 (*Exhibit E*). accord insurance form. The District shall request the actual insurance form when recommendation for award is made.

The insurance requirements are summarized below for reference:

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

F. 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.

Please note Items G - J are limited to 10 pages.

G. 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.

H. 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.
- The principal of the firm shall verify and certify the resumes, including the academic credentials, experience and professional license of the lead lawyers and professional personnel identified in Items 2 and 3 above. Affirm that the lead lawyers and professional personnel have not been disbarred or suspended and are not under review for disbarment or suspension.
- Resource allocation table that identifies the individual classifications (prime and subconsultants) that will be performing the requested services and deliverables.

I. Technical Approach and Methodology

Provide a short description of your firm's organization and overall approach to handling advisory services, including specific techniques that will be used and specific administrative and operational management expertise that will be employed

J. Record of Past Performance / Similar Experience

Respondent shall provide information concerning the firm's recent experience (within last five years) in the areas described within the services requested above, including but not limited to a description of the firm's experience in providing legal advice, arbitration, mediation and litigation services on policy and permitting issues arising from the development and implementation of the regulatory framework for stormwater in the State of California. Provide references for projects of similar size and scope. Please include any of the optional but desirable disciplines previously discussed, such as CEQA, California Fish and Game Code, Sections 404 and 401 of the CWA, etc.

Respondent shall Provide a list of significant litigation, arbitrations, and mediations on matters falling within the scope of the services requested as described above, including advisory services, litigation, arbitration, and mediation matters handled and/or provided by your firm.

K. Conflict of Interest (Include Exhibit C)

Disclose any financial, business, professional, or other relationship the firm has with any person or entity that is in a position that may be in conflict with District's stated goals and objectives. Describe your firm's system for identifying possible conflicts of interests. The selected firm will be expected to have a system to identify possible conflict of interests and to notify District of these conflicts at the earliest possible opportunity so as to avoid any possible prejudice to District. The firm will be expected to comply with the Conflict of Interest Statement for Counsel (**Attachment C**) in addition to obligations imposed on attorneys under the California Rules of Professional Conduct. Potential conflicts of interest alone may negate a firm's candidacy.

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

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

or

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

M. Financial Information

Respondent must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year, prepared in accordance with generally accepted accounting principles. These statements should clearly identify the financial status and condition of the Respondent's entire business entity. Please place in a separate PDF 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 in a separate pdf and marked as such. Financial statements will be submitted to the Finance Director for review, then placed in a separate file and marked "Confidential".

N. Proposed Fees

Proposed fees will not be considered by the Evaluation Committee for purposes of selection. A Respondent's proposed fees should be a separate attachment to the electronic submittal.

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).

O. 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. Project schedule and cost
 4. Names of personnel from Respondent's team that participated on the above project and their specific role

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 conditions may be rejected as non-responsive, if:

- Proposal is received after the deadline for this RFQ.
- Proposal shows an inability to meet the insurance requirements.

11.2 If the Respondent has met both requirements noted above, then the following evaluation criteria will be used for the evaluation and selection of each Respondent. Each proposal will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below and as described in Section 9.0 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
- Project schedule
- Record of past performance
- Technical approach and methodology
- Cost proposal
- 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 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 Buyer who is administering the proposal. Attempts by the Respondent to contact any other District representative may result in disqualification of the Respondent.

12.2 All evaluation material will be considered Confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

EVAULATION PROCESS

12.3 Proposals will be reviewed by the Buyer to verify compliance with submission instructions, response requirements, and minimum requirements. Any proposals not meeting the minimum requirements may be deemed non-responsive.

12.4 Proposal evaluation will commence immediately following the review conducted by the Buyer. During the evaluation process, the three-member 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. 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 April 17, 2020 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
- 13.3 All email correspondence shall be clearly marked in the subject line with "RFQ FCARC-00162 / 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 E. 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, forty-five (45) days after receipt of such billing statement.

15.0 PUBLIC RECORDS

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

16.0 CONFIDENTIALITY AND PROPRIETARY DATE

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

17.0 COUNTY OBSERVED HOLIDAYS

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

*** Note:**

1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
2. Friday following Thanksgiving Day.
3. December 24th and 31st when they fall on Monday.
4. December 26th and January 2nd, when they fall on Friday.
5. Friday proceeding January 1st, February 12th, July 4th, November 11th or December 25th, 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 9.0, Subsection D). Print in all areas except where a signature is required.

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

**CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

PROJECT NAME: _____

CONTRACTOR/CONSULTANT
NAME: _____

CONTRACT NUMBER: _____

Oath of Confidentiality

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

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

Contractor/Employee Name: _____

Signature: _____

Date: _____

EXHIBIT B
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 VI.B 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 as the Contact Person.

Contact Person: _____

Telephone No.: _____ Ext.: _____ Fax No.: _____

Email Address: _____

STATEMENT OF COMPLIANCE

AGREEMENT TERMS AND CONDITIONS

The respondent shall read the Required Insurance and Indemnification (Sections 9.0, M) language of the Agreement included as Attachment D. The respondent is advised that the ability and willingness to conform to District contract requirements is a partial basis for selection.

INSURANCE		
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 D. The 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>

INDEMNIFICATION		
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 D.</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 C

CONFLICTS OF INTEREST STATEMENT

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

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

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

- | | | | |
|------------------------|--------------------------|--------------------------|--|
| Owner | <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]

Riverside County Flood Control and Water Conservation District
Finance Division, Purchasing Section

RFQ No. FCARC-00161
Closing Date: 04/22/2020 at 1:30 p.m. PST

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

[Yes] [No]

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

Name (Type or Print): _____

Signature: _____

Title: _____

Organization: _____

Date: _____

EXHIBIT D

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

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

Definition of Local Business

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

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

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

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

Business Name: _____

Physical Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 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 E

SAMPLE AGREEMENT

CONSULTING SERVICES AGREEMENT

for

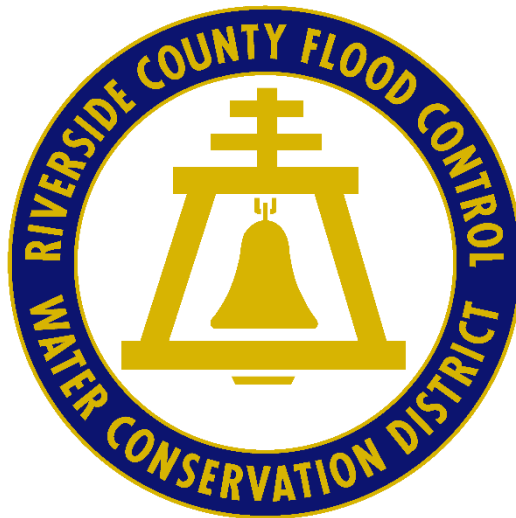
WASHINGTON D.C. REPRESENTATION

between

Riverside County Flood Control and Water Conservation District

and

(INSERT COMPANY NAME)



CONSULTING SERVICES AGREEMENT

Sample

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and TBD, hereinafter called "CONSULTANT", 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 commence on July 1, 2020 and shall terminate at midnight on June 30, 2025.
4. **COMPENSATION** - As compensation for the services to be rendered hereunder, DISTRICT shall pay to CONSULTANT a sum not to exceed XXXXX for the term of the Agreement.

In addition to the compensation referred to herein, CONSULTANT shall be reimbursed for actual expenses incurred traveling to California from Washington, D.C. and returning thereto, 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.

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 receipt of appropriate monthly invoice(s) from CONSULTANT. 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.

- 6. SUBCONSULTANT - CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish 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.

- 7. 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
 AND WATER CONSERVATION DISTRICT
 1995 Market Street
 Phone: 951.955.1250
 Attn: General Manager-Chief Engineer

NAME
 ADDRESS
 ADDRESS
 Phone: XXX-XXX-XXX
 Attn: TBD

8. INDEMNIFICATION - CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT's (including its officers, employees, subconsultants and agents) actual or alleged negligent, reckless or willful misconduct acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

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

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

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

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

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

9. INSURANCE REQUIREMENTS - Without limiting or diminishing CONSULTANT's obligation to indemnify or hold COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to 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.

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 shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If 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 COUNTY as Additional Insured.

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 his sole expense, either 1) an Extended Reporting Endorsement (also,

known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue 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 County Risk Manager. If the County'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY and at the election of the County's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with COUNTY; 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 County of Riverside 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 the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside 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 the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until COUNTY 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 COUNTY's insurance and/or deductibles and/or self-insured retentions 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, COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in the County 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 COUNTY.
 - ix. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
10. 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 not issue any news release or public relations item regarding such confidential information or CONSULTANT's work under this Agreement without prior review of the contents and written approval by DISTRICT.

These same requirements shall be applicable to any of CONSULTANT's subconsultants. CONSULTANT shall include the requirements stated in this section in the Agreement with any of its subconsultants.

11. 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 16 (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.

12. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
13. 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.
14. INDEPENDENT CONSULTANT - 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.

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

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

16. 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.

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

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

18. 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.

//

//

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**

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:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

Consulting Services Agreement
Legal Services w/TBD
07/01/2020-06/30/2025

ATTACHMENT "A"**SCOPE OF SERVICES (Rough Draft)**

1. Advise the District representatives in person and in writing as to procedures, legality of documents, policy concerns, and legal implications with respect to national and State water and environmental laws and their application to District areas of interest - principally stormwater policy and permitting.
2. Provide legal advice in connection with the development of the regulatory framework for stormwater in the state of California including implementation of federal Clean Water Act, California Porter-Cologne Water Quality Control Act, California Administrative Procedures Act, Regional Water Quality Control Plans, TMDL Guidance and Policy, stormwater permitting (including, municipal, industrial, and construction permits), and the application of numeric effluent limitations to permits. Advice may also be sought regarding the legal, regulatory and administrative processes of the State Water Resources Control Board and Regional Water Quality Control Boards
3. Optional: Provide legal advice in connection with the implementation of CEQA, California Fish and Game Code, Sections 404 and 401 of the Clean Water Act, California Porter Cologne, Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), and the Coachella Valley MSHCP, and Tribal laws such as Section 106 of the National Historic Preservation Act and AB 52.
4. Optional: Advise the District and make written recommendations in regard to proposed federal/state laws and regulations such as, but not limited to, proposals from the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, State Water Resources Control Board, Regional Water Quality Control Boards, and the California Department of Fish and Wildlife. This work may include reviewing regulatory agency proposals and proposed rules and drafting formal response letters along with attending meetings and public hearings.
5. Assist the District in developing policy and permitting position statements.
6. Attend meetings as requested of the District including internal negotiations and coordination with regulatory and resource agencies as requested by District that arise from or relate to District activities.
7. Provide representation in hearings, arbitrations, mediations, and any litigation concerning environmental issues that relate to or arise from the covered areas of District Activities.

Consulting Services Agreement
Legal Services w/TBD
07/01/2020-06/30/2025

SAMPLE