

**RECLAMATION  
DISTRICT  
NO. 1000**

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**REQUEST  
FOR  
QUALIFICATIONS**

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**Indirect Cost  
Allocation Plan**

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**MARCH 31, 2021**

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**Reclamation District No. 1000**

**1633 Garden Highway  
Sacramento, CA 95833**

**(916) 922-1449**

**[www.rd1000.org](http://www.rd1000.org)**

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# Reclamation District No. 1000

## Request for Qualifications – Indirect Cost Allocation Plan

### TRUSTEES

**THOMAS M. GILBERT – BOARD PRESIDENT**

**ELENA LEE-REEDER – BOARD VICE PRESIDENT**

**NICK AVDIS – TRUSTEE**

**JAG BAINS – TRUSTEE**

**TOM BARANDAS – TRUSTEE**

**DEBRA JONES – TRUSTEE**

**VACANT – TRUSTEE**

### OFFICERS

**KEVIN L. KING – GENERAL MANAGER**

**JOLEEN GUTIERREZ – BOARD SECRETARY/TREASURER**

**DOWNEY BRAND, LLP - ATTORNEYS**

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# Introduction

## General

Reclamation District No. 1000 (RD1000; District) was organized on April 8, 1911, by special act of the California Legislature, and is governed by the Reclamation District Act (California Water Code sections 50,000 et. seq.). The District's affairs are governed by a seven-member Board of Trustees. At the time of formation, the District embarked on the largest privately funded reclamation project in the United States. What was accomplished by the District in the twentieth century was truly remarkable. Today, the District's perimeter levee system consists of 42.6 miles of project levees encircling the District's 55,000 acres. The District also operates and maintains an interior drainage system consisting of 30 miles of main drainage canals, approximately 150 miles of drainage ditches and eight pumping stations. The drainage system collects agricultural tailwater, stormwater and drainage and delivers them to the pumping plants for disposal in the adjacent rivers and creeks.

RD 1000 perimeter levees are undergoing the largest rehabilitation since their original construction over a hundred years ago. The \$1.7 billion Natomas Levee Improvement Project (NLIP) which began in 2007 and will continue through 2025, will provide the Natomas Basin with two hundred-year flood protection when complete.

As the District moves into its second century, its public safety mission remains its first commitment. The District's sole purpose and function is to monitor, operate, and maintain the levees and flood control infrastructure protecting the more than one hundred thousand people in the Natomas Basin, ensuring that the system is ready for the next one hundred years.

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## Mission Statement

Reclamation District No. 1000's mission is flood protection for the Natomas Basin providing for the public's health and safety by operating and maintaining the levees, and the District's canals and pump stations in a safe, efficient and responsible manner.

## Responsibility Statement

On behalf of and in communication with the residents of the Natomas Basin, the District meets its flood protection Mission by operating and maintaining:

- The perimeter levee system to prevent exterior floodwaters from entering the Natomas Basin.
- The District's interior canal system to collect the stormwater runoff and agricultural drainage from within the Natomas Basin.
- The District's pump stations to safely discharge interior stormwater and agricultural drainage out of the Natomas Basin.

## Vision Statement

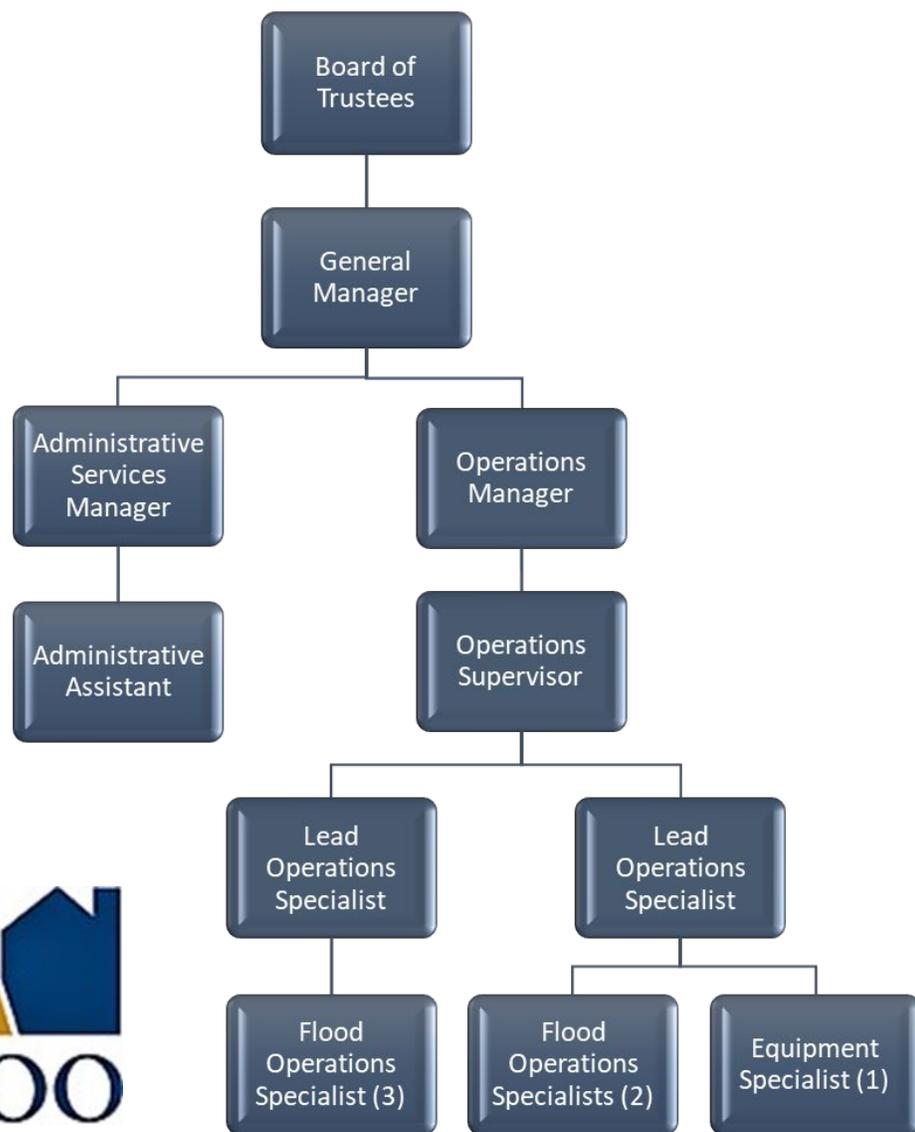
In meeting its flood protection Mission, the District shall also:

- Carry out its responsibilities in a safe, professional, and accountable manner that adheres to the principles of good governance and transparency being sensitive to community interests and the environment.
- Continuously identify and implement operational, maintenance, structural and non-structural improvements that reduce flood risks in the Natomas Basin.
- Cooperate with private entities and public agencies (including the Corps of Engineers and the State Central Valley Flood Protection Board) with whom the District shares responsibilities, common goals, and objectives for flood protection in the Natomas Basin.
- Educate the public about the risks of flooding in the Natomas Basin and the District's efforts to minimize those risks.

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Organizational Chart

# RECLAMATION DISTRICT NO. 1000 ORGANIZATIONAL CHART



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# Request for Qualifications – Indirect Cost Allocation Plan

## Executive Summary

Reclamation District No. 1000 (RD 1000; District) is requesting qualification proposals for preparation of an Indirect Cost Allocation Plan, from interested professional financial consultants with a minimum of 10 years' experience working with public agencies similar to Reclamation Districts, Water Districts and Irrigation Districts in the State of California. The District proposes to select one qualified consultant to develop the Plan for the District. The District reserves the right to reject any proposals and full discretion as to the award or refusal to award any contract.

### Description of Services

In general, the District is seeking a qualified financial consultant to develop an Indirect Cost Allocation Plan, thereby ensuring the District is utilizing comprehensive indirect cost rates, and accurately accounting for the true cost of providing services to the District's partners and the public. The indirect Cost Allocation Plan will utilize the audited financial results for the year ended June 30, 2020. The District's goal is to have a well-documented and defensible cost allocation plan; identifying overhead rates that can be used in the calculation of billable hourly rates for grants, and other District billings.

Project tasks include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work with District staff, Consulting Accountant, District Auditor, and others as needed (collectively referred to as the District), to review the purpose, use, and goal of the Indirect Cost Allocation Plan (the Plan), ensuring that the Plan will be both accurate and appropriate for the District's intended use.
2. Obtain all necessary records, data, and statistics from District and conduct analyses as required to address the scope of work.
3. Work with the District to review existing cost categories and allocation criteria, verifying their appropriateness for current and future programs. Prepare an Indirect Cost Allocation Plan Model using Microsoft Excel to ensure that it can be updated on a year-to-year basis by the District. Budget for as many meetings with the District, as necessary to gather the appropriate amount of information to prepare the Plan.

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4. Draft the Indirect Cost Allocation Plan providing several alternative approaches/methodologies. Present the Draft Plan to the General Manager and Management Team and plan for at least two (2) meetings. Update the Plan, as necessary, after each meeting.
  5. Draft Final Reports: Present the Draft Plan to the Board Finance Committee and plan for at least two (2) Finance Committee Meetings.
    - a. Incorporate changes pursuant to comments received from the District's Finance Committee; and
    - b. Present revised reports and recommendations to the District Board of Trustee's at a regularly scheduled Board meeting.
  6. Final Reports: Provide a Final Plan that contains an Executive Summary, the consultant's methodology, the finding of the studies and analyses, as well as recommendations. Plan for at least two (2) Board of Trustee Meetings.
    - a. Incorporate changes pursuant to comments received at the Board meeting presentation;
    - b. Provide an electronic copy of the report, with spreadsheets in Excel format; and
    - c. Present the final reports and recommendations to the Board of Trustees and members of the public at a regular Board meeting.

### **Qualification Proposal Deadline**

All qualification proposals must be received by the District's office at 1633 Garden Highway, Sacramento, CA 95833, or via electronic submittal to [kking@rd1000.org](mailto:kking@rd1000.org) by **4:00 P.M. on May 14, 2021**. Submittals received after said time will not be considered.

### **Questions**

Contact General Manager Kevin King at (916) 922-1449 or [kking@rd1000.org](mailto:kking@rd1000.org) with any questions regarding this Request for Qualifications.

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## Section A – MINIMUM QUALIFICATIONS

### **Minimum Qualifications – Indirect Cost Allocation Plan**

1. A description of the organization’s professional qualifications.
2. A statement indicating the number of employees, by level, which will perform the Plan and resumes for each employee who will be assigned to the District’s project, including but not limited to educational/professional credentials and previous indirect cost allocation planning experience.
3. A listing of current and prior indirect cost allocation plan clients, including the types of services performed and client contact information so they may serve as references.
4. Indicate availability to proceed with work on or about June 15, 2021 and include a tentative schedule for completing the Plan.
5. A written work plan outlining how the consultant proposes to perform the plan and any information pertaining to any area of an indirect cost allocation plan which is customarily reviewed during such a plan which has not been mentioned in the “Scope of Work” section of this solicitation.

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## Section B – GENERAL TERMS AND CONDITIONS & SUBMITTAL REQUIREMENTS

### Requirement to Meet All Provisions

Each consultant submitting qualifications (Consultant) shall meet all the terms, and conditions of the Request for Qualifications (RFQ). By virtue of its submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFQ package.

### Qualification Proposals

Each qualification proposal must be made on the form(s) provided and accompanied by any other required submittals or supplemental materials. Qualification proposals shall be enclosed in an envelope that shall be sealed and addressed to Reclamation District No. 1000, 1633 Garden Highway, Sacramento CA, 95833. Each qualification proposal shall include one electronic copy of the material in *Adobe Acrobat* format on Universal Serial Bus (USB) Flash Drive. In order to guard against premature opening, the qualification proposal should be clearly labeled with the title, name of Consultant, and date and time of opening. Alternatively, the proposal may be submitted electronically in *Adobe Acrobat* format to [kking@rd1000.org](mailto:kking@rd1000.org) using *Adobe Acrobat* share function. No FAX submittals will be accepted.

To guard against premature opening, each qualification proposal shall be submitted to the District in a sealed envelope plainly marked with the following:

- RFQ title (“Request for Qualifications – Indirect Cost Allocation Plan”)
- Consultant name
- Time and date of the opening (“May 14, 2021 @ 4:00 pm”)

To guard against premature opening of electronic submittals, the proposal shall be submitted using *Adobe Acrobat* share function, which tracks file access, to [kking@rd1000.org](mailto:kking@rd1000.org).

### Insurance Certificate

Each qualification proposal must include a certificate of insurance showing:

- The insurance carrier and its A.M. Best rating.
- Scope of coverage and limits.
- Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Consultants insurance coverage during submittal evaluation; as discussed below, endorsements are not required until contract award. The District’s insurance requirements are detailed in Section F.

### Submittal of References

Each proposer shall submit a statement of qualifications and references on the form provided in Section E of this RFQ.

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### **Statement of Contract Disqualifications**

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section E of this RFQ.

### **Qualification Proposal Withdrawal and Opening**

A Consultant may withdraw its qualification proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the District General Manager for its withdrawal, in which event the submittal will be returned to the Consultant unopened. No submittal received after the time specified or at any place other than that stated in the RFQ will be considered. The opening of proposals in response to this RFQ is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing Consultants to know the prices quoted by one another.

### **Communications**

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the District.

### **Qualification Proposal Retention and Award**

The District reserves the right to retain all qualification proposals for a period of 60 days for examination and comparison. The District also reserves the right to waive non-substantial irregularities in any qualification proposal, to reject any or all qualification proposals, to reject or delete one part of a qualification proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

### **Competency and Responsibility of Firm**

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the District deems necessary to make such a decision.

### **Contract Requirement**

The Consultant to whom award is made (if any) shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its qualification proposal. The contract shall be made in the form adopted by the District and incorporated in this RFQ.

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### **Insurance Requirements**

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section F within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

### **Failure to Accept Contract**

The following will occur if the Consultant to whom the award is made (if any) fails to enter into the contract: the award will be annulled; and an award may be made to the next highest ranked Consultant with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

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## Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS

### Qualification Proposal Content

#### 1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References
- d. Statement of Past Disqualifications

#### 2. Qualifications

- a. A detailed scope of services that reflects the Consultant's understanding of the District's requirements.
- b. Written responses to all the subject areas set forth in the "Minimum Qualifications" section, demonstrating the Consultant's experience and expertise.
- c. Personnel Qualifications: The Proposal shall identify the individual who will be primarily responsible for providing the services required for the Indirect Cost Allocation Plan. Please include the qualifications, training, and certifications of lead individual, and all other staff who will perform the services outlined herein.
- d. List of Clients: A list of major public agency clients for each the Consultant has provided similar services for during the last five (5) years, with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of the references.
- e. Additional Consultant Information: The Proposal shall include the following: (a) Its scope of practice (national, regional, statewide, or local), and founding date; (b) Number of Consultant's employees; (c) Location of primary office; (d) Number of Consultants clients.

#### 3. Fee Schedule:

- a. The cost proposal must include a not-to-exceed cost estimate adequate to cover the scope of the project. The cost proposal should be itemized by task and include a list of charge out rates related to the names of key personnel to be used by the Consultant during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this RFQ. All costs must be identified. A requested payment schedule should accompany the work schedule.

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#### **4. Qualification Proposal Length and Copies**

- a. Qualification proposals should be the minimum length to provide the required information. Proposals shall not exceed 60 pages in length, including required forms.
- b. If submitting hard copies, five (5) copies of the qualification proposal must be submitted, along with one (1) PDF formatted electronic copy on a USB Flash Drive.

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## Qualification Proposal Evaluation and Consultant Selection

Qualification proposals will be evaluated by a review committee and contract award process as follows:

### 1. Written Proposal Review/Finalist Candidate Selection

Evaluation of the qualification proposals will be based on the following:

- a. The consultant's experience, stability, and capability to complete all aspects of the work.
- b. Experience and qualifications of personnel assigned to this project and their availability.
- c. References from clients with similar projects.
- d. The availability of the consultant during the project period.
- e. The consultant's experience with the requirements of indirect cost allocation plans and capability of analyzing the legal defensibility of recommendations.
- f. Price proposal (including expenses) that assumes up to two meetings with the Financial Committee and two meetings with the Board of Trustees.

Qualification proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one qualification proposal is rated consistently higher than others, the consultant may be selected as the top ranked consultant for purposes of contract negotiation.

Alternatively, a group of finalist candidates (generally the top 3 to 5 five proposers) may be selected for follow-up interviews and presentations, or requests for additional clarifying information, before the final top ranked consultants for contract negotiation are determined.

### 2. Qualification Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for qualification proposal review and contract award:

Issue RFQ: March 31, 2021

Last Day for Questions: April 30, 2021

Receive qualification proposals: May 14, 2021

Selection Committee: May 17 – May 28, 2021

- The Selection Committee will conduct a Level I review that will consist of evaluating the proposals for the purpose of establishing the most qualified consultants. The Selection Committee may decide on a recommendation for awarding the contract upon completion of the Level I review.
- If needed, the Selection Committee will conduct a Level II review. The Level II review will be conducted to select the finalist from a small pool of candidates. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

Complete evaluation: May 31, 2021

Award contract: June 11, 2021

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## Section D – FORM OF AGREEMENT

### Agreement

THIS AGREEMENT is made and entered into in the City of Sacramento on [Month, Day, Year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

### WITNESSETH

WHEREAS, on March 31, 2021, the District requested qualification proposals for Indirect Cost Allocation Plan.

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above until Project Completion date \_\_\_\_\_.
- 2. Termination.** If, during the term of the contract, the District determines that the Consultant is not faithfully abiding by any term or condition contained herein, the District may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in

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the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing a 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Consultant will be paid compensation due and payable to the date of termination.

- 3. Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
- 4. Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Consultant's qualification proposal. Any substitution of sub-consultants must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
- 5. Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.
- 6. Inspection.** The Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.
- 7. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract.

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Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.

- 8. Conflict of Interest.** The Consultant shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Consultant staff shall provide a Conflict-of-Interest Statement where determined necessary by the District.

The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect, or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

- 9. Rebates, Kickbacks or Other Unlawful Consideration.** The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

- 10. Covenant Against Contingent Fees.** The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- 11. Compliance with Laws and Wage Rates.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work.

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**12. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.

**13. Immigration Act of 1986.** The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**14. Consultant Non-Discrimination.** In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

**15. Indemnification for Professional Liability.** To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

**16. Non-Exclusive Contract.** The District reserves the right to contract for the services listed in this RFQ from other consultants during the contract term.

**17. Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Consultant without the prior written approval of the District.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District’s written permission.

**18. Consultant Invoices.** The Consultant shall deliver a monthly invoice to the District, itemized by task. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-consultant invoices, similarly broken down, as supporting detail.

**19. Payment.** For providing services as specified in this Agreement, Consultant shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Consultant shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this

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agreement. The Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

**20. Payment Terms.** The District's payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the services provided by the Consultant (Net 30).

**21. Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District's General Manager and the District's Administrative Services Manager, who may consider written or verbal information submitted by the Consultant. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Consultant may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District's Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Consultant may request a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Consultant from full and timely performance in accordance with the terms of this contract.

**22. Agreement Parties.**

**District:** Kevin L. King  
General Manager  
Reclamation District No. 1000  
1633 Garden Highway  
Sacramento, CA 95833

**Consultant:**

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

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- 23. Incorporation by Reference.** District Request for Qualifications – Indirect Cost Allocation Plan and Consultant's qualification proposal, are hereby incorporated in and made a part of this Agreement.
- 24. Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.
- 25. Working Out of Scope.** If, at any time during the project, the Consultant is directed to do work by persons other than the District General Manager and the firm believes that the work is outside of the scope of the original contract, the Consultant shall inform the General Manager immediately. If the General Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the task, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the District and the Consultant. Any extra work performed by Consultant without prior written approval from the District General Manager shall be at Consultant's own expense.
- 26. Complete Agreement.** This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Consultant agrees with District to do everything required by this Agreement.
- 27. Authority to Execute Agreement.** Both District and Consultant do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

CONSULTANT:

Name of Consultant By:

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Kevin L. King, General Manager

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Name of Principal, Its: Principal

APPROVED AS TO FORM:

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Rebecca Smith, District Counsel

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## Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Request for Qualifications – Indirect Cost Allocation Plan; and
- Is thoroughly familiar with its content; and
- Is authorized to represent the proposing Consultant; and
- Agrees to perform the work as set forth in this qualification proposal.

Consultant Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
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### Insurance Certificate

\_\_\_\_\_ Insurance Company's A.M. Best Rating

Certificate of insurance attached

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### Statement of Past Contract Disqualifications

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_

Signature of Authorized Consultant Representative

### References

Number of years engaged in providing the services included within the scope of the specifications under the present business name:

Describe fully the last three (3) contracts performed by Consultant that demonstrate the ability to provide the services included with the scope of the RFQ. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your qualifications.

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**Reference No. 1**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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**Reference No. 2**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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**Reference No. 3**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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## Section F – INSURANCE REQUIREMENTS: Consultant Services

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultants, its agents, representatives, employees, or sub-consultants.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the District).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

**Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, official, employees, agents, or volunteers.

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2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. The Consultant agrees to notify the District if the policy is suspended, voided, or reduced in coverage or limits. A minimum of thirty (30) days prior written notice by certified mail, return receipt requested, will be provided.
  5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Consultant shall furnish the District with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.