

REQUEST FOR PROPOSAL
FCARC - 030

PROVISION OF AERIAL PHOTOGRAPHY



Prepared By:
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INSTRUCTIONS TO BIDDERS

Bid Issue Date: November 4, 2009
 Buyer: Annie Ortega, annieortega@rcflood.org

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at www.purchasing.co.riverside.ca.us with all current Vendor information, to be registered on the County’s database.
 - II. Prices/Notations: All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
 - III. Pricing/Terms/Tax: All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The Riverside County Flood Control and Water Conservation District (DISTRICT) pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
 - IV. Period of Firm Pricing: Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date.
 - V. Recycled Material: Wherever possible, the District is looking for items made from, or containing in part, recycled material. Bidders 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 the number shown above and request a copy to be faxed or mailed to you.
 - VIII. Return of Bid/Closing Date/Return to: The bid response shall be delivered to Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, Ca 92501 by 2:00 p.m. on the closing date listed above. Bid responses not received by the District by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. /R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
 - IX. Auditing – The Contractor 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. Contractor agrees to maintain such records for possible audit for minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor 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 Contractor 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 Bidders 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, BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit
- Or
- XI. Disabled Veteran Business Enterprise Preference: The District complies with a Disabled Veteran Owned Business preference policy implemented by the County of Riverside. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the District from certified disabled veterans owned businesses. BIDDER must provide certification of Disabled Veteran Status. If the bid is submitted by a non-disabled veteran owned business, but lists subcontractors that are identified and qualified as disabled owned businesses, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS 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 checked="" type="checkbox"/>	PLANS/DRAWINGS	<input checked="" type="checkbox"/>	SAMPLES	<input checked="" 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 checked="" type="checkbox"/>	#116-200	General Conditions	<input type="checkbox"/>	#116-210	General Conditions Materials and/or Services
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PROPOSAL COVER PAGE

BIDDER TO COMPLETE ALL APPLICABLE AREAS

If not already registered as a vendor, BIDDERS are required to complete the vendor registration on the County of Riverside's Website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals from qualified companies to provide aerial photographs as detailed in Appendix A.

**BID CLOSING DATE:
Wednesday, December 2, 2009 no later than 2:00 pm.**

FAXED PROPOSALS WILL NOT BE ACCEPTED

After close of this RFP, the award will be announced within 30 – 45 days.

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 Disabled Veteran or Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County.

APPENDIX A

1.0 DEFINITIONS

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

- A. "District" shall mean Riverside County Flood Control District.
- B. "RFP" shall mean Request for Proposal.
- C. "Addendum" shall mean an amendment or modification to the RFP.
- D. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- E. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- F. "Contract" shall mean the written agreement resulting from this RFP executed by Riverside County Flood Control District and Contractor.
- G. "Contractor" shall mean the successful Bidder to this RFP who enters into a written Contract with Riverside County Flood Control District.
- H. "MQs" shall mean minimum qualifications.
- I. "Will", "shall", "must", "mandatory" or "required" means a requirement that must be met in order for a proposal to receive consideration.
- J. "Should", "desirable", or "ask" means a requirement having a significant degree of importance to the objectives of the RFP.

2.0 PURPOSE/BACKGROUND

The Survey & Mapping Division of Riverside County Flood Control and Water Conservation District (District) is requesting proposals from qualified businesses to provide aerial photography for the Western Region of Riverside County and also aerial photography for the entire Riverside County (County). Depending upon costs, the District will decide if the entire County or only the Western Region will be completed. Additionally, the District will evaluate the options of utilizing black and white or color photography, or to go with digital imagery. The flight is to be completed between January 2010 and March 2010 with service and product delivered complete on or by June 30, 2010.

3.0 SCOPE OF SERVICE

It shall be the Bidders responsibility to familiarize themselves with all areas of the sites to be bid.

FLIGHT REQUIREMENTS

- A) **Riverside County (Western Region)**
 - To be flown at a photo scale of 1"=1,600' with 60% forward lap and 30% side lap.

- The flight plan for the analog flight has been provided in .pdf and .dgn formats. Refer to Attachment 1.

B) Riverside County (Eastern Region)

- To be flown at a photo scale of 1"=2,000' with 60% forward lap and 30% side lap.
- The Blythe area has a photo scale of 1"=1,600' and is reflected on the flight plan.

PROJECT REQUIREMENTS

A) Riverside County (Entire Region)

➤ Analog

- Black and white photography, 9"x9" format.
- Color photography, 9"x9" format.
- Complete set of annotated negatives. The images are to be labeled with the date, photo scale (first photo of the strip only; if a flight line is broken due to a change in flying height this would constitute a new strip), and strip-exposure number.
- One set of trimmed contact prints.
- One set of hard copy index prints on 10 mil semi-gloss media, size 20"x24", and leaving a 1" margin on the left hand side to accommodate binding.
- One set of electronic index sheets in .jpg and .tif formats. Refer to Attachment 1; example of a digital index sheet from a previous flight has been included.
- All negatives scanned at 14 microns, .tif format, compressed with a Q-factor of 5.
- Complete set of 300 DPI images in .jpg format.

➤ Digital

- The photo scale and overlap requirements are to be the same as listed under FLIGHT REQUIREMENTS except the area of the Eastern region is to have a photo scale of 1"=2,000'. There will be no reduction in photo scale in the Blythe area.
- Provide a flight plan that includes a buffer of approximately 1,000' beyond Riverside County's boundary line and submit in .dgn format.
- Color imagery utilizing Intergraph's Z/I Imaging DMC (Digital Mapping Camera).
- Color 8-bit and 12-bit .tif format, compressed with a Q-factor of 5.
- The images are to be labeled with the date, photo scale (first photo of the strip only; if a flight line is broken due to a change in flying height this would constitute a new strip), and strip-exposure number.
- Complete set of 300 DPI images in .jpg format constructed from the 8-bit images.
- One set of hard copy index prints on 10 mil semi-gloss media, size 20"x24", and leaving a 1" margin on the left hand side to accommodate binding.
- One set of hard copy color prints plotted on semi-gloss 10 mil media. The dimension of the larger side of the image is to measure 9".
- One set of electronic index sheets in .jpg and .tif formats. Refer to Attachment 1; example of a digital index sheet from previous flight has been included.
- Option for color infrared images, provided in .tif format.

B) Riverside County (Western Region)

➤ Analog

- Black and white photography, 9"x9" format.
- Color photography, 9"x9" format.
- Complete set of annotated negatives. The images are to be labeled with the date, photo scale (first photo of the strip only; if a flight line is broken due to a change in flying height this would constitute a new strip), and strip-exposure number.
- One set of trimmed contact prints.
- One set of hard copy index prints on 10 mil semi-gloss media, size 20"x24", and leaving a 1" margin on the left hand side to accommodate binding.

- One set of electronic index sheets in .jpg and .tif formats. Refer to Attachment 1; example of a digital index sheet from previous flight has been included.
- All negatives scanned at 14 microns, .tif format, compressed with a Q-factor of 5.
- Complete set of 300 DPI images in .jpg format.

➤ *Digital*

- The photo scale and overlap requirements are to be the same as listed under FLIGHT REQUIREMENTS.
- Provide a flight plan that includes a buffer of approximately 1,000' beyond Riverside County's boundary line and submit in .dgn format.
- Color imagery utilizing Intergraph's Z/I Imaging DMC (Digital Mapping Camera).
- Color 8-bit and 12-bit .tif format, compressed with a Q-factor of 5.
- The images are to be labeled with the date, photo scale (first photo of the strip only; if a flight line is broken due to a change in flying height this would constitute a new strip), and strip-exposure number.
- Complete set of 300 DPI images in .jpg format constructed from the 8-bit images.
- One set of hard copy index prints on 10 mil semi-gloss media, size 20"x24", and leaving a 1" margin on the left hand side to accommodate binding.
- One set of electronic index sheets in .jpg and .tif formats. Refer to Attachment 1; example of a digital index sheet from previous flight has been included.
- Option for color infrared images, provided in .tif format.

4.0 WORK PRODUCT

- 4.1 All aspects of the aerial flight and acquisition of aerial photography/imagery to follow industry best practice.
- 4.2 All work papers prepared in connection with the above service will remain the property of the successful Bidder, however, all reports rendered to the District are the exclusive property of the District and subject to its use and control.
- 4.3 The Contractor 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. The Contractor 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 | November 4, 2009 |
| 2. DEADLINE FOR SUBMISSION OF QUESTIONS
Email: annieortega@rcflood.org
Fax: 951-955-4532 | November 17, 2009 @ 5:00 PM
(Accepted by Email or Fax Only) |
| 3. DEADLINE FOR PROPOSALS | December 2, 2009 @ 2:00 PM |
| 4. TENTATIVE DATE FOR AWARDED CONTRACT | Approximately 30-45 days after the RFP closes. The District will contact all respondents. |

5.1 Submission of Questions: All inquiries must be submitted on or before the last day for questions. Please refer to 5.0 Timeline for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of the Buyer.

6.0 PERIOD OF PERFORMANCE

The Period of Performance is to be completed between January 2010 and March 2010 with service and product delivered on or by June 30, 2010. The initial flight will be agreed upon between Riverside County Flood Control and the Contractor. There is no obligation by the District to purchase any specified amount of services.

7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook. **One (1) original and two (2) additional copies, each in a 3 ring binder, shall be submitted. Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO:

Riverside County Flood Control
and Water Conservation District
Attention: Annie Ortega/Buyer
RFP# FCARC-030
1995 Market Street
Riverside, CA 92501

8.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

- 8.1 All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.
- 8.2 The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 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 withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.
- 8.5 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.
- 8.6 Modification of Proposals, any Bidder 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 Bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified proposals are resubmitted before the RFP submitted deadline.
- 8.7 Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdraw signed by the Bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

8.8 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-J, 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.**

8.9 **Late proposals will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.

8.10 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

9.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Letter of Introduction and Proposal Cover Page (Page 4 of this RFP)
- B. Table of Contents
- C. Company Profile
- D. Description of Services
- E. Cost Proposal
- F. Bidders Qualifications (Credentials/Resumes/Certifications/Licenses)
- G. References
- H. Evidence of Insurability/Business Licenses
- I. Financial Information
- J. Clarification, Exceptions or Deviations

A. Proposal Cover Page

The Proposal Cover Page (page 4 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization 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.

B. Table of Contents

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

C. Company Profile

This section of the proposal is designed to establish the Bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Corporate 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, include:
 - a. The history of the Bidder's firm, include a brief history of the firm.
 - b. The number of years in business under the present business name, as well as prior business names.
 - c. The number of years experience providing the proposed, equivalent, or related services.
 - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
 - e. Company size – number of staff and client base.

- f. Location of the office from which the work under this contract will be provided and the staff allocation at the office.
4. Whether the Bidder 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.

D. Description of Services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP.
2. Describe recent similar projects (experience working with governmental agencies). These experiences must show the qualifications of the Bidder's team capabilities to complete the District's project. Provide a summary of the scope of services performed for these other projects, a chart clearly indicating the role and organizational relationships of the Bidder to its client, and other firms performing work for the project.
3. Provide a work plan or description of how the work will be performed.
4. Time of work – detail time frame and phases of the work.
5. Describe how the interaction between your company and the District will take place to ensure that the services are performed and to the District's satisfaction, including resolving problems that may be encountered during the project.
6. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted.
 - a. In the event the Contractor employs subcontractors for any phase of this RFP, the Contractor shall make the intent known to the District's representative. All subcontractors will answer to the General Contractor and will be subject to the same terms and conditions of the applicable sections of the contract as would apply to the General Contractor. Contractors shall be responsible for payment directly to any subcontractors employed to carry out any aspect of this contract. The Contractor shall not subcontract or assign the performance of any service under the contract, unless previously indicated in their response to this RFP.
7. Describe your company's policy regarding this project to ensure proper compliance and quality assurance.
8. Provide a sample invoice.

E. Cost Proposal

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to District as part of this project. As stated in the Cost Proposal Sheet, Bidders must provide fully inclusive blended rates, which include all of the Bidder's project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks.

F. Bidders Qualifications

This section shall state the person(s) responsible for administering or providing the services. Identify the Project Manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- a. Description of education;
- b. General experience;
- c. Experience or education related to the RFP project;
- d. Letters of reference, if available;
- e. Any other information, which will assist in evaluating qualifications.

G. References

All Bidder(s) must include present and past performance information with a minimum of three (3) references, preferably governmental entities, and must be within the last year. Each reference shall include:

- a. Dates of work performed.
- b. Current contact person, company, address, and email and telephone number for each reference identified.
- c. Describe recent similar projects that are equivalent to the District. These experiences must show qualifications of the Bidder's capabilities to complete the District's requirements. Provide a summary of the scope of services performed for these other projects.

Verify all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

H. Evidence of Insurability/Insurance/Applicable Licenses

All Bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract, the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the District as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business licenses or other applicable licenses.

I. Financial Statement

The Bidder 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. These statements should clearly identify the financial status and condition of the Bidder's entire business entity. **Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential.** Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

J. Clarification, Exceptions or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section.

10.0 COMPENSATION

The District shall pay the Contractor for services performed and expenses incurred and compensation shall be paid in accordance with an invoice submitted to District by Contractor 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 Contractor fees. In the event that such funds are not forthcoming for any reason, District shall immediately notify Contractor 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 on receipt of District notification by Contractor.

11.0 PRICE INCREASE/DECREASE

Once the "Notice to Proceed" date has been awarded, no price increases will be permitted during any time of the service listed in the RFP, unless the District receives bona fide proof of cost increases on contracts prior to any price adjustment. All price decreases will automatically be extended to the District. The District may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will

remain firm during the period of the contract. Adjustments increasing the Contractor's profit will not be allowed. Increases shall not exceed the Consumer Price Index – All Consumers, All Items – Los Angeles-Riverside-Orange County Area, and be subjected to satisfactory performance review by the District and approved for budget funding by its Board of Supervisors.

12.0 EVALUATION CRITERIA

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

1. Overall responsiveness and general understanding of the RFP requirements.
2. Bidder's experience and ability.
3. Overall cost to the District.
4. References with demonstrated success with similar work to the Scope of Service.
5. Technical capability and project methodology.
6. Financial status.
7. Clarification, Exceptions or Deviations.
8. Credential/Resumes/Licenses/Certifications.

13.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the District's Purchasing Section. Attempts by the Bidder to contact any other District representative may result in disqualification of the Bidder. 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.

14.0 INTERPRETATION OF RFP

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

15.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the District will enter into a contractual agreement with the selected Contractor, and the title would change from Bidder to Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit D.

16.0 CANCELLATION OF PROCUREMENT PROCESS

The District may cancel the procurement process at any time. 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 Bidder; otherwise the Bidder agrees that any and all documents provided may be released to the public after contract award.

17.0 CONFIDENTIALITY AND PROPRIETARY DATE

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP 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. Bidders should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

18.0 COUNTY OBSERVED HOLIDAYS

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

*** Note:**

1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
2. Friday following Thanksgiving Day.
3. December 24 and 31 when they fall on Monday.
4. December 26 and January 2, when they fall on Friday.
5. Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

EXHIBIT A

COST PROPOSAL SHEET

Based on the specifications described herein Appendix A, the assigned project is to be completed within the assigned time after commencing work. Bid prices are to be inclusive of all labor, equipment, transportation, and all other costs necessary to complete the work specified.

Goods & Services detailed in Scope of Work.

(A) ANALOG, Black & White for Entire County

	Project(s) & Product(s)	Cost
1	Analog black & white photography - Annotated negatives	
2	Analog black & white photography - One set of contact prints	
3	Analog black & white photography - One set of electronic index sheets in .jpg and .tif formats	
4	Analog black & white photography - One set of hard copy index prints on 10 mil semi-gloss media, 20"x24"	
5	Analog black & white photography - All negatives scanned at 14 microns in .tif format	
6	Analog black & white photography - Complete set of 300 DPI images in .jpg and .tif formats	
	Subtotal	\$
	Tax	\$
	Freight	\$
	TOTAL for (A)	\$

(B) ANALOG, Black & White for Western County

	Project(s) & Product(s)	Cost
7	Analog black & white photography - Annotated negatives	
8	Analog black & white photography - One set of contact prints	
9	Analog black & white photography - One set of electronic index sheets in .jpg and .tif formats	
10	Analog black & white photography - One set of hard copy index prints on 10 mil semi-gloss media, 20"x24"	
11	Analog black & white photography - All negatives scanned at 14 microns in .tif format	
12	Analog black & white photography - Complete set of 300 DPI images in .jpg and .tif formats	
	Subtotal	\$
	Tax	\$
	Freight	\$
	TOTAL for (B)	\$

(C) ANALOG, Color for Entire County

	Project(s) & Product(s)	Cost
13	Analog color photography - Annotated negatives	
14	Analog color photography - One set of contact prints	
15	Analog color photography - One set of electronic index sheets in .jpg and .tif formats	
16	Analog color photography - One set of hard copy index prints on 10 mil semi-gloss media, 20"x24"	
17	Analog color photography – All negatives scanned at 14 microns in .tif format	
18	Analog color photography – Complete set of 300 DPI images in .jpg and .tif formats	
	Subtotal	\$
	Tax	\$
	Freight	\$
	TOTAL for (C)	\$

(D) ANALOG, Color for Western County

	Project(s) & Product(s)	Cost
19	Analog color photography - Annotated negatives	
20	Analog color photography - One set of contact prints	
21	Analog color photography - One set of electronic index sheets in .jpg and .tif formats	
22	Analog color photography - One set of hard copy index prints on 10 mil semi-gloss media, 20"x24"	
23	Analog color photography – All negatives scanned at 14 microns in .tif format	
24	Analog color photography – Complete set of 300 DPI images in .jpg and .tif formats	
	Subtotal	\$
	Tax	\$
	Freight	\$
	TOTAL for (D)	\$

(E) DIGITAL for Entire County

	Project(s) & Product(s)	Cost
25	Digital imagery - Construction of flight plan	
26	Digital imagery - Color 8 bit and 12 bit annotated images in .tif format	
27	Digital imagery - One set of electronic index sheets in .jpg and .tif formats	
28	Digital imagery - One set of hard copy index prints on 10 mil semi-gloss media, 20"x24"	
29	Digital imagery – One set of 300 DPI images in .jpg format	
30	Digital imagery – Complete set of hard copy color prints on 10 mil semi-gloss media, 9" long	
31	Digital imagery – Option to include color infrared images in .tif format	
	Subtotal	\$
	Tax	\$
	Freight	\$
	TOTAL for (E)	\$

The District reserves the right to split or make the award in any manner determined by the District to be most advantageous to the District.

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in
Name of Organization/Consortium

response to the Professional Services RFP agrees, upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT B

BIDDERS REFERENCE FORM

List three (3) recent references where you have performed similar aerial services for the past year.

WORK HISTORY	
NAME OF PROJECT	
PROJECT LOCATION	
DATE OF SERVICE	
PROJECT OWNER NAME	
CONTACT INFORMATION NAME TELEPHONE EMAIL	
SCOPE OF SERVICE	

EXHIBIT C

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The Riverside County 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 RFP/Q.

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 (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the Riverside County 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 the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company’s employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

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

If less than 6 month, list previous Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.

EXHIBIT D

SAMPLE AGREEMENT

PROFESSIONAL or PERSONAL SERVICE AGREEMENT

for

(INSERT NAME OF PROGRAM)

between

Riverside County Flood Control and Water Conservation District

and

(INSERT COMPANY NAME)



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This Agreement, made and entered into this ____ day of _____, 2009, by and between (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, and Payment Provisions, consisting of (INSERT # OF PAGES) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through (INSERT DATE), with the option to renew for (INSERT # OF RENEWALS YEARS), renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by DISTRICT to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange DISTRICT areas (Insert type of item or service) and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, DISTRICT is not allowed to pay excess interest and late charges.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee are the only authorized DISTRICT representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 DISTRICT may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT; and may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the DISTRICT.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement.

The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside DISTRICT before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the DISTRICT of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside DISTRICT. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

CONTRACTOR

(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of DISTRICT. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the DISTRICT.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the DISTRICT to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to DISTRICT pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to DISTRICT of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for DISTRICT the right to continue to use the material or product

(or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the DISTRICT of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the DISTRICT of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the DISTRICT of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing

such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The DISTRICT'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

DISTRICT:

(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

Signature: _____

Print Name: (YOUR NAME HERE) _____

Title: (INSERT TITLE) _____

Dated: _____

CONTRACTOR:

(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

Signature: _____

Print Name: (CONTRACTOR NAME HERE) _____

Title: (INSERT TITLE) _____

Dated: _____

**EXHIBIT A
SCOPE OF SERVICE**

(INSERT SCOPE OF SERVICE)

**EXHIBIT B
PAYMENT PROVISIONS**

(INSERT PAYMENT SCHEDULE)