



Request for Proposals for Vendor Pool Professional Services

- ***Environmental***
- ***Water Resources Engineering***
- ***Financial Audit***
- ***IT Management***
- ***Telecommunications Management***
- ***Certified Public Account Services***

JUNE 6, 2011

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I. INTRODUCTION

El Dorado County Water Agency ("Agency"), a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96 ("Act") Agency, hereby gives notice that it is now accepting proposals for each of the following professional services categories to be performed on an on-call basis over the course of the next three (3) years from July 1, 2011 – June 30, 2014:

- Environmental
- Water Resources Engineering
- Financial Audit
- IT Management
- Telecommunications Management
- Certified Public Account Services

Proposals may also be used for services provided to the El Dorado Water & Power Authority.

II. PROPOSAL SUBMISSION

Sealed proposals will be received by the Agency at its offices located at 3932 Ponderosa Road, Suite 200, Shingle Springs, California, 95682, until 3:00 p.m. on July 1, but not before 12:00 noon on June 27, 2011. All proposal envelopes will be time stamped to reflect their submittal date and time. Proposals received after the submission deadline will be returned unopened to proposer. The submission shall include three (3) hard copies and one (1) CD copy. The Agency will not accept proposals submitted by e-mail or facsimile transmission.

Proposer should label its proposal envelope: "Proposal for the El Dorado County Water Agency for [list service category] Vendor Pool Professional Services – Attention: Ms. Julianne van Leeuwen, Deputy Clerk." The Agency may reject a proposal as non-responsive for failure to provide all information requested in this Request for Proposals (RFP).

A proposer may submit proposals for more than one service category, provided each such proposal is submitted in a separate sealed envelope labeled in the manner indicated above, containing all of the information requested herein.

III. BACKGROUND INFORMATION

The Agency is located in El Dorado County, on the western slope of the Sierra Nevada Mountains. The primary function of the Agency is to lead, assist and participate in water projects to secure, maintain and protect water rights throughout El Dorado County.

The Agency is a special district governed by a five member Board of Directors currently comprised of elected officials from the El Dorado County Board of Supervisors, South Lake Tahoe Public Utility District and El Dorado Irrigation District. Additional information about the Agency is available at its website, www.edcgov.us/water/index.html.

The Agency is also responsible for the management of the El Dorado Water & Power Authority ("EDWPA"), a joint powers authority, which was established in 2004. Its primary function is securing water rights for El Dorado County and is comprised of members from the El Dorado County Water Agency, County of El Dorado, and El Dorado Irrigation District. EDWPA is governed by an 11 member Board that is comprised of directors from the member organizations.

The Agency's budget and project history may be found on the Agency's website on the "Board Meetings" page.

IV. ANTICIPATED SCOPE OF WORK

The anticipated scope of work for each service category listed in Section I above is found in Attachment "A" attached to this RFP. The successful proposal(s) will demonstrate sufficient staff resources, expertise, relevant experience, and lack of disabling professional conflicts to perform the anticipated scope of work for that service category, along with demonstrated commitments to cost-control and client service that meet the Agency's needs. Services may be provided to both the Agency and EDWPA.

V. QUESTIONS/ADDENDA

Any questions about this RFP or any information contained herein must be submitted in writing (via U.S. mail or e-mail) to Ms. Julianne van Leeuwen, Deputy Clerk, at the following address:

El Dorado County Water Agency
Attn: Ms. Julianne van Leeuwen, Deputy Clerk
3932 Ponderosa Road, Suite 200
Shingle Springs, CA 95682
E-mail: julianne.vanleeuwen@edcgov.us

To be considered, questions must be received by the Agency no later than 12:00, noon on June 17, 2011. The Agency may, if deemed necessary, respond to such questions by issuance of formal written addenda, interpreting or clarifying the requirements of this RFP. The Agency may also issue addenda to modify the RFP as deemed advisable by the Agency. All such addenda shall be part of this RFP and binding upon each proposer.

The Agency may, upon inquiry, orally direct a firm's attention to specific provisions of the RFP which cover the subject of the inquiry. However, all supplemental information provided by the Agency during the RFP process shall not be binding unless communicated by formal written addenda. All addenda will be posted on the Agency's website at www.edcgov.us/water/rfp.html. Each proposer is solely responsible for obtaining all addenda posted on the Agency's website.

The Agency will not conduct formal interviews, but may contact proposers to clarify information in their proposals.

VI. INFORMATION TO BE SUBMITTED IN PROPOSAL

A. CONTENT

Each proposal shall be **limited to 15 pages** (not including transmittal letter, table of contents, tabs, dividers, and resumes) and shall follow the outline below:

- **Section 1 – Scope of Work**
State in succinct terms your understanding of the anticipated scope of work in the RFP for the service category for which you are proposing. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.
- **Section 2 – Relevant Experience and Expertise**
Describe in narrative form the experience and expertise of your firm and/or project team members in providing the service sought by Agency. Identify representative clients. Compare and contrast their size, public or private-sector status, location, and operational activities to those of the Agency. Include a description of the project organization and project team experience.
- **Section 3 – Project Team**
Identify each individual you expect to work on the project team, including sub-consultants, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and the specific education, experience, or other information that substantiates that expertise. Note that project team members may not be substituted during the Contract term without the written approval of Agency.
- **Section 4 – Quality Assurance and Control; Conflicts**
Describe your approach to Quality Assurance and Control for your firm's work product. Identify all current and reasonably foreseeable actual or

potential professional conflicts that could hinder the provision of the requested services, and propose means of managing any such conflicts.

- Section 5 – Client References
Provide contact information for representatives of three former or current clients for whom your firm or project team members have performed similar services so that the Agency may interview these references.
- Section 6 – Contract and Insurance Requirements
All successful proposers will be required to execute a contract in the form shown in Attachment “B” attached hereto and to meet the insurance requirements of Paragraph 9 to that Attachment “B”. Professional liability insurance is required for all professional services categories. Please indicate your firm’s willingness and ability to comply with these requirements. The IT Management and Telecommunications Management categories are exempt from the professional liability insurance requirement.

B. COST OF SERVICES

All proposals must include a complete and current table of hourly rates and charges bound within the proposal for all timekeepers (including any subconsultants) that are reasonably anticipated to perform work under the proposed contract. The hourly rates are to remain constant over the entire 3-year contract period. No increases in the rates or charges shall be allowed.

Award of a vendor pool contract does not in-and-of-itself entitle the selected firm to any work of the Agency or payment from the Agency but instead provides the Agency with a list of contracted firms from which to solicit proposals if and when the Agency decides to use the vendor pool services in performance of a project. At that time, the Agency will solicit proposal(s) from vendor pool firm(s) to perform the project under the vendor pool contract and, upon selecting a proposal, will enter into a Task Order (in the form attached as Exhibit “A” to the Professional Services Agreement attached to this RFP as Attachment “B”) for performance of the project. Each such project entered into under the vendor pool contract shall be performed on a time and materials basis, at the rates listed in the Professional Services Agreement and for the not-to-exceed price listed in the Task Order. No such individual project shall total more than \$50,000. Projects in excess of \$25,000 must be approved by the Agency’s Board of Directors prior to entering into a Task Order.

The hourly rates provided **shall include all overhead rates to cover costs and other compensation** of consultant’s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers,

architects, specialists, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by consultant whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the list of personnel, consultant's principal and branch offices other than consultant's office at the site. Hourly rates shall also include any part of consultant's capital expenses, including necessary transportation, travel and subsistence expenses of consultant's employees incurred in discharge of duties connected with the professional services. **The hourly rate shall also include minor expenses connected with the professional services such as copies, computers, software, on-line legal research, office supplies, postage, faxes, long-distance telephone calls, telephone, and any other expense incurred to accomplish the services. Note that no separate charges for these items will be allowed. Note also that no administrative charges or markups will be allowed.**

Project-specific expenses outside of the normal expenses routinely incurred to perform the anticipated scope of work may be authorized by the Agency on a case-by-case basis at the time it requests proposals for an individual project depending upon the circumstances of the individual project, such as, for example, if the project is located in a remote area. Any such additional costs will not, however, be paid unless expressly listed in the project's scope of work executed by Consultant and Agency.

C. NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS

Proposals will be held in confidence during the evaluation process until Agency staff issues Notice of Intent to Award the vendor pool contracts. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act).

If proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must submit that information with its proposal in a separate sealed envelope labeled "Confidential Information." Except as compelled by court process, the Agency will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

VII. SELECTION CRITERIA

A. GENERAL

The proposals received shall be subject to an evaluation by the Agency for the full range of services, whether provided by its own staff or subconsultants

and as deemed appropriate for purposes of selection. The evaluation will be made according to the following criteria:

1. Understanding of and approach to scope in the RFP
2. Experience and expertise
3. Project team makeup and capabilities
4. Hourly rates, affordability and cost control

B. FINAL SELECTION

Proposals will be rated based on the merit of the entire proposal. Each responsive proposal will be scored by the District using the scoring sheet attached hereto as Attachment "C". The highest scoring proposals will be considered for contract award. Agency staff presently anticipates making contract award recommendations to the Agency's Board of Directors at its regularly scheduled meeting of August 10, 2011. Notice of Intent to Award the vendor pool professional service contracts will be issued at least ten (10) calendar days prior to the Board meeting.

Agency staff anticipates recommending award of multiple contracts for each service category listed in Section I above except as otherwise indicated in the attached Scope of Work for a particular service. In the event the Agency receives less than three proposals for one of the service categories listed above or staff finds that less than three proposals received for a service category rate high enough to be considered for award of a contract, the Agency may, in its discretion, reject all proposals received for that service category.

The Agency reserves the right to reject any or all proposals and to re-issue this RFP. The Agency may waive any minor informalities or irregularities in any proposal that are immaterial and inconsequential in nature. The Agency reserves the right to request additional written or oral information from proposers to obtain clarification of their proposals.

All proposals become the property of the Agency. All costs associated with development of the proposal shall be the sole responsibility of the proposing firm and shall not be charged in any manner to the Agency.

C. PROTEST PROCEDURE

Any protest concerning the rating of any proposal or award of any contract hereunder must be submitted in writing to the Agency's General Manager at 3932 Ponderosa Road, Suite 200, Shingle Springs, CA 95682 on or before 5:00 p.m. of the tenth (10th) calendar day following the Agency's publicly posting the vendor pool professional service results at the entry to the Agency's offices at the aforementioned address and on the Agency's website

at www.edcgov.us/water/rfp.html. The letter must specifically state the reason for the protest and provide all relevant facts to support the protest. The procedure and time limit set forth in this paragraph are mandatory and are proposer's sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the vendor pool contract(s) and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

ATTACHMENTS:

- "A" – Anticipated Scope of Work for Each Vendor pool Service Category
- "B" – Professional Services Agreement
- "C" – Scoring Sheet

ATTACHMENT A (Environmental)

Typical CEQA/NEPA Documentation work to be performed for the Agency may include, but is not limited to, the following:

- CEQA/NEPA documentation and process
- Biological resources regulatory and technical evaluations
- Grant writing assistance
- Regulatory and legislative analysis
- Public outreach assistance

ATTACHMENT A
(Water Resources Engineering)

Typical Water Resource Engineering work to be performed under the direction of a registered civil engineer in the State of California, for the Agency, may include, but is not limited to, the following:

- Model Development/Implementation
- Study and report preparation
- Regulatory support
- Engineering calculations
- Preliminary designs and cost estimating

These services will be needed in the following areas:

- Watershed Hydrology
- Hydroelectric Planning
- Water Rights
 - o Technical analysis
 - o Accounting
- Water Supply Planning
 - o Reliability and availability of water supply
 - o Water supply forecasting procedures
- Grant writing assistance
- Regulatory and legislative analysis
- Public outreach assistance

ATTACHMENT A (Annual Financial Audit)

The Agency seeks proposals from qualified firms of Certified Public Accountants to audit its joint powers authority, El Dorado Water & Power Authority, financial statements for the fiscal year ending June 30, 2011, with the option to renew for two (2) subsequent years.

The audit must be in accordance with the auditing standards set forth for financial audits: in the U.S. Government Accountability Office's Government Auditing Standards; the provisions of the Federal Single Audit Act; U.S. Office of Management and Budget Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations; generally accepted auditing standards as set forth by the American Institute of Public Accountants; and any applicable State of California audit guidelines.

The following services are required:

- An audit of the financial statements with an opinion of whether the statements are fairly presented in conformity with generally accepted accounting principles
- Review of required supplementary information, as necessary
- Independent Auditor's Report on Compliance and Internal Controls over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133 and the State Single Audit Guidelines (if necessary)
- An electronic copy (.pdf) of the final financial report(s)

Authority Structure:

- Two funds
- No federal funds
- No grant funds
- Accounting software: QuickBooks
- Fiscal year: July through June

Agency Structure (currently included in El Dorado County audit, but if separated):

- One fund
- No federal funds
- No grant funds
- Accounting software: QuickBooks (if migrated from El Dorado County system)
- Fiscal year: July through June

ATTACHMENT A

(Information Technology Management)

The Agency seeks IT support with contracted resources on an ongoing basis. The successful proposal(s) will demonstrate sufficient staff resources, relevant experience, and demonstrated commitment to cost-control and customer service excellence that meet the Agency's needs.

The Agency currently has ten (10) personal computers connected to a Windows server.

Typical IT services for the Agency may include, but is not limited to, the following:

- Management of Agency's network and server, including:
 - o Security
 - o Add, move, and delete user accounts
 - o Capacity
 - o Performance and updates
 - o Review compatibility of software
 - o Installation of new software
 - o Back-up data and store offsite
 - o Troubleshoot network problems
 - o Recommend and implement appropriate upgrades
- Management of Agency's workstation computers and peripherals including:
 - o Software updates, patch downloads, and installation
 - o Diagnose and repair hardware including servers, workstation computers, and data links
 - o Security
 - o Recommend and install hardware updates
- Maintenance
 - o Monthly on-site review of workstations, server, and hardware to verify that all systems have required updates, and are running at peak performance
- Response times:
 - o Monday through Friday 8:00 a.m. to 5:00 p.m. maximum 4 hour response time to service requests
 - o Phone support to resolve problems that can be fixed by users
- Solution for email and website hosting

ATTACHMENT A
(Telecommunication System Management)

The Agency seeks qualified vendors who can recommend, install and maintain a Voice over IP telecommunication system solution. The successful proposal(s) will demonstrate sufficient staff resources, relevant experience, and demonstrated commitment to cost-control and customer service excellence that meet the Agency's needs.

Agency currently has a Voice over IP system through El Dorado County and desires to separate to an independent system.

Agency's requirements:

- Equipment hardware, software, and peripherals, including but not limited to
 - o Ten (10) extensions and phones
 - o One (1) conference call phone
- Ability to expand system
- Voicemail boxes
- Responsive customer service

ATTACHMENT A
(Certified Public Accountant Services)

The Agency seeks accounting services support on an ongoing basis from a certified public accountant for its joint powers authority, El Dorado Water & Power Authority ("Authority"). The successful proposal will demonstrate sufficient staff resources, relevant governmental accounting experience, and demonstrated commitment to cost-control and customer service excellence that meet the Agency's needs.

The Authority currently uses QuickBooks for its accounting system, and has established a comprehensive preparation and review process to ensure that its financial statements are accurate.

Typical services include:

- Monthly review of bank reconciliations as prepared in QuickBooks.
- Review of the financial reports for coding issues.
- Assistance with coding of payments.
- Recommend or provide input on accounting and internal control procedures.
- Assistance with QuickBooks (e.g., corrections, entering complex transactions).
- Preparation of 1099s.
- Provide advice on various accounting issues, such as 1099 requirements.
- Assist with year-end closing entry.

If the Agency separates its accounting function from El Dorado County, the following services will also be required:

- Assistance setting up the Agency accounts in QuickBooks.
- Assistance transitioning account information into QuickBooks.
- Calculation of fund balances.

This contract will not include auditing services.

Attachment “B”

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

EL DORADO COUNTY WATER AGENCY AND

CONSULTANT NAME

THIS AGREEMENT is made and entered into by the El Dorado County Water Agency, (“Agency”), a California public agency formed pursuant to the El Dorado County Water Agency Act, California Water Code Appendices Chapter 96, and [**NAME OF CONSULTANT and designate business capacity, e.g., a California corporation, partnership, LLD, or individual and dba**], (“Consultant”), (the “Agreement”) with reference to the following facts:

A. Agency has determined that it is necessary to the accomplishment of its law mandated duties to obtain a consultant to provide the professional services described in, and on the terms agreed by, this Agreement.

B. Consultant represents that: (i) Consultant is [a CA corporation, partnership, ;LLC or individual with dba] that is, and at all times during the performance of Services under this Agreement shall remain, qualified to and is transacting business in California; (ii) Consultant’s principal business is that for which Consultant is engaged under this Agreement; and (iii) Consultant is specially trained, experienced, expert and competent to perform the professional services required by this Agreement. Agency has determined to and does rely on each and all such representations.

C. It is Agency’s requirement and Consultant agrees that all Consultant’s activities, operations and professional services (collectively, “Services”) that are described and approved in all Agency issued Task Orders that are performed for Agency under this Agreement shall comply and be in conformity with all applicable federal, state and local laws, rules and regulations, this Agreement and Task Orders.

D. Agency has determined that the provision of Services by Consultant pursuant to this Agreement is in the public’s best interest, is more economically and feasibly performed by outside independent consultants, and is authorized by Government Code Section 31000.

NOW, THEREFORE, in consideration of the factual recitals and representations, above, Agency and Consultant mutually agree as follows:

1. Scope of Services. The Services to be provided by Consultant pursuant to this Agreement are [**GENERAL DESCRIPTION OF SERVICES**] all as more specifically described in the approved Task Orders attached to and collectively made a part of this Agreement as Exhibit “A”. Consultant shall only perform Services described in the attached Task Orders, and such other Task Order as Agency may issue from time to time, which, shall automatically be made a part of and be subject to all the terms and conditions of this Agreement. Task Orders shall be numbered consecutively and, while each of them is independent of each other, all such Task Orders are

subject to the terms of this Agreement. Task Orders may be issued or amended from time to time by the Agency as authorized by the Agency's Board approved Policies..

2. Term. The term of Consultant's engagement to provide Services for this Agreement shall begin on [BEGIN DATE], its Effective Date, and extend through until all Task Orders are complete or when this Agreement is terminated.

3. Compensation and Billings for Services. Agency agrees to pay Consultant, and Consultant agrees to accept, the Consultant's Compensation as compensation in full for all Services performed by Consultant under this Agreement as follows:

a. Task Orders. Consultant's Exhibit "A" Task Orders represents Consultant's best estimate of the costs and expenses necessary and required for Consultant to timely and completely perform all of the Services described on the Exhibit "A" Task Orders. While the indicated costs for each task and the related subtasks, and deliverables are the result and product of Consultant's best estimate, the inclusion of such costs on the attached Task Orders is a Contracted Amount which shall not be increased, changed, amended, shifted or deleted except upon Agency's prior written approval. Consultant shall not bill Agency, nor shall Agency be responsible for amounts in excess of the approved Contracted Amount. Funding for all Services and work necessary, required or convenient to completely perform the Services shall be set as described in Section 5 of this Agreement.

b. Task Orders, Tasks and Subtasks. Each Task Order is a distinct unit of the Services, which includes a description of work to be performed, the deliverables or milestones, Contracted Amount, and time of performance, which may not exceed the term of this Agreement. Funding may not be moved between Task Orders. Task or deliverables of each Task Order shall not be increased, changed, amended, shifted or deleted except upon Agency's prior written approval.

In the event that actual costs to perform tasks, subtasks, or deliverables identified in a Task Order becomes or is greater or less than projected by Consultant, at Consultant's earliest opportunity and knowledge of such cost difference, Consultant shall provide Agency with an updated budget as it relates solely to such difference for Agency's prior written approval and authorization to either increase or decrease the Contracted Amount to ensure that the Services are completed within the Contracted Amount as it may be so adjusted by Agency. Requests by Consultant to reallocate compensation identified in the Task Orders between or among subtasks of the tasks require a showing to Agency's satisfaction and prior written approval that such reallocation is reasonably necessary to timely and completely perform all of the Services of the Task Order.

c. Agreed Hourly Rates. The Agreed Hourly Rates for authorized Consultant employees and sub-consultants are attached and made part of this Agreement as Exhibit "B". Consultant shall be compensated for work at the agreed hourly rates. If Consultant desires to add employees or sub-consultants, Consultant shall submit resumes and proposed rates of additional personnel for Agency approval prior to adding the personnel. Overtime rates shall be disallowed. Consultant has considered its administrative overhead (e.g., but not limited to, internal telephone,

faxes, postage, copies, travel time to and from Agency, support staff and computer assistance) in the Agreed Hourly Rates and such costs shall be borne by the Consultant without further reimbursement from Agency. Such rates may from time to time, but not more frequently than once every other year beginning [DATE OF CHANGE], be changed by mutual written agreement with the Agency's Board, which when agreed, shall become the new substituted Agreed Hourly Rates.

d. Billing. Consultant shall bill in arrears using the Agreed Hourly Rates, not more frequently than monthly, but not less frequently than bi-monthly, by submitting an itemized statement that provides a breakdown of Services provided under each Task Order, copies of all backup data and information, including invoices of approved sub-consultants. Each statement shall be accompanied by a budget summary by Task Order listing the Tasks, related budget amount, prior billing amounts, current invoice amount, budget balance, percentage of budget expended, and percentage of work complete; as well as a list of milestones by Task Order, the original deadline, revised deadline, and date completed. Statements shall be submitted to the address provided in Section 13. h. in accordance with Agency's Invoicing Requirements and Expense Documentation Procedure, a copy of which is attached to and made a part of this Agreement as Exhibit "C" or such other Procedure as Agency may later adopt, which shall automatically be made a part of this Agreement as the agreed substituted Exhibit "C" effective as of the date of Agency's adoption. Agency agrees to pay Consultant for all services performed under this Agreement on a time and materials basis in accordance with Consultant's Agreed Hourly Rates in Exhibit "B" in increments of one-tenth (1/10) hour segments.

e. Reimbursement of Expenses. Sub-consultant and direct costs for the deliverables as described in the attached Task Orders are reimbursable. No mark-up, multiplier or other adjustment of sub-consultant invoices or deliverables shall be made or paid. Travel expenses shall be reimbursed in accordance with the policies and rates set forth in the El Dorado County Water Agency's Consultant Travel Policy attached as Exhibit "D", or such other travel policy as Agency later adopts, which shall automatically be made a part of this Agreement as the agreed substituted Exhibit "D" effective as of the date of Agency's adoption. Consultant shall not charge Agency for preparation or review of invoices or supporting documents, for the implementation of internal procedures associated with invoices, or for consultant's time in traveling to or from Agency's offices. Consultant is responsible for ensuring that sub-consultants are billing in accordance with sub-consultants' contract rates, represents all sub-consultant documentation complies with all requirements of sub-consultants' contracts, and resolving any issues with the sub-consultants.

[Attorney Only:

Subject to the not to exceed provisions of each Task Order, Agency shall reimburse Attorney for actual, reasonable and necessary expenses permitted by the Task Orders. Conference calls and computerized research, including Lexis/Nexis and Westlaw, will be reimbursed subject to the not to exceed provisions in the Task Orders, at the standard rates charged by the conference call service provider and Lexis/Nexis and Westlaw, respectively.

Other reasonable, customary and necessary expenses, including but not limited to statutory fees, witness fees, reporters' per diem and transcription fees, jury fees, and expenses of

serving process, expert consultants and witnesses shall be advanced by Attorney and reimbursed by Agency subject to the not-to-exceed provisions in the Task Orders. Expert consultants and witnesses may be retained by Attorney with prior written approval and on terms acceptable to Agency. Attorney may submit approved invoices in excess of \$1,000.00 to Agency in special billings for expedited payment, to be deposited in Attorney's trust account for payment from Attorney to such expert consultants and witnesses.]

f. Payment of Invoices. Agency will endeavor to pay approved invoices within thirty (30) days following Agency's receipt and approval of invoices, however, Agency shall not be in default of this Agreement if such payment is made within forty-five (45) days of such receipt and approval. If Agency disapproves of all or any portion of an invoice, it shall so notify Consultant within thirty (30) days of receiving the statement. Agency and Consultant shall meet and confer and shall exert their best efforts to resolve any objections by Agency to an invoice within the ensuing thirty (30) days. Consultant shall not suspend or discontinue performance of Services during any period of invoice resolution and nonpayment.

4. Independent Consultant Liability. Consultant is independent and solely responsible, and assumes full liability, for all acts of persons and entities, including its officers [if corporation], employees and associates, and those of all sub-consultants engaged by Consultant in the performance of Services pursuant to this Agreement. Consultant shall be responsible for performing the Services under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and the negligent acts of its officers [if corporation], employees and others engaged by Consultant, including but without limiting the generality of the foregoing, sub-consultants in the performance of Services and all activities and conduct reasonably necessary or required to perform Services under this Agreement. Agency shall have no right of control over the manner or means in which the Services are to be performed, and, therefore, shall not have or be charged with liability or responsibility of preventing risks to Consultant, its officers [if corporation], employees, sub-contractors, sub-consultants and all others performing any of the Services under this Agreement, from all of which Consultant shall indemnify Agency as provided in Section 8 of this Agreement.

OR

Independent Attorney/Liability. Attorney is independent and solely responsible, and assumes full liability for all acts of persons and entities, including its employees and associates, and those of all sub-consultants engaged by Attorney in the performance of Services pursuant to this Agreement. Attorney shall be responsible for performing the Services under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and the negligent acts of its employees and others engaged by Attorney, including but without limiting the generality of the foregoing, sub-consultants in the performance of Services and all activities and conduct reasonably necessary or required to perform Services under this Agreement. Agency shall have no right of control over the manner or means in which the Services are to be performed, and, therefore, shall not have or be charged with liability or responsibility of preventing risks to Attorney, its employees, sub-contractors, sub-consultants and all others performing any of the Services under this Agreement, from all of which Consultant shall indemnify Agency as provided in Section 8 of this Agreement..

5. Fiscal Considerations. The parties to this Agreement recognize and acknowledge that Agency is a governmental entity within the State of California. As such, Agency is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Agency's business, Agency will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget may not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Agency shall give notice of termination of this Agreement or affected Task Order in the event of adoption of a proposed budget that does not provide funds for the professional services required by this Agreement or Task Orders. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement or Task Orders. Upon the effective date of such notice, this Agreement or Task Order shall be automatically terminated and Agency released from any further liability hereunder. Terms of Section 6.d. shall also apply.

In addition to the above, should Agency's Board of Directors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were contracted to be performed pursuant to this Agreement, then, in the sole discretion of the Agency, this Agreement or affected Task Orders may be deemed to be terminated in its entirety or reduced in scope or cost or both, subject to payment for services performed prior to termination or reduction.

6. Suspension, Default and Termination of Services.

a. Agency may direct Consultant by written notice to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Agency may determine in its sole discretion. Agency may give any such notice without cause. Such notices will be served and be effective as is provided in this Agreement for notices. Consultant shall suspend the performance of Services under this Agreement on the date and to the extent specified in the notice. Suspension of Services shall be treated by the Agency as an excusable delay for the provision of Services by Consultant.

b. Agency may terminate performance of Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Agency's written notice to Consultant demanding such cure. In the event Agency terminates this Agreement for default.

c. Agency may terminate performance of Services under this Agreement in whole, or from time to time in part, for convenience, whenever Agency determines that such termination is in Agency's best interest. In the event Agency terminates this Agreement for convenience, Consultant shall be entitled to be paid for Services satisfactorily performed to the termination date, but may recover no other cost, damage or expense.

d. Following any termination or suspension under Section 5 or this Section 6, Consultant shall: (i) stop Services under this Agreement or affected Task Order on the date and to the extent specified in the notice of termination; (ii) terminate and settle all outstanding liabilities, claims and subcontracts, including those arising out of such termination of sub-consultants; (iii) complete performance of any part of the Services which were not terminated; and (iv) take such action as may be necessary, or as Agency may direct, for the protection and preservation of any Work Product or documents acquired from the Agency as related to this Agreement, regardless of state of completion, which is in Consultant's possession and in which Agency has or may acquire an interest.

7. [Attorney Only] Confidentiality and Consultant Work Product. Consultant is engaged by Agency to provide confidential legal advice to Agency. All such advice by Consultant, as well as all Consultant Work Product, including that prepared by sub-consultants, and professional Services for Agency are and shall remain confidential and not subject to disclosure to anyone other than Agency to the fullest extent provided by law and this Agreement. Promptly upon request of Agency any and all of such Work Product shall be delivered to Agency without further, additional or any other cost of creation, delivery, or transmission.

OR

7. Confidentiality and Ownership of Work Product. Any interest of Consultant or its sub-consultants in studies, reports, memoranda, graphs, charts, maps, figures, or any other documents (including all electronic and media representations of any of them) prepared by Consultant or its sub-consultants at any time in connection with the Services, shall be, immediately upon its creation, the property ("Work Product") of Agency. Promptly upon request of Agency any and all of such Work Product shall be delivered to Agency without further, additional or any other cost of creation, delivery, or transmission.

Consultant shall maintain the confidentiality and privileged nature of all Work Product, or other data and information relative to the Agency's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any sub-consultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to Agency for the purpose of, and in the performance of, this Agreement. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement. Any subcontract entered into as a result of this Restatement shall contain all of the provisions of this Paragraph.

8. Indemnity. Consultant shall indemnify and defend (with legal counsel reasonably acceptable to Agency), and hold Agency and its officers, directors, agents, officials, representatives, employees and authorized volunteers, and each of them (collectively "Agency Parties") harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description (including, without limitation, court costs, attorneys' fees, litigation expenses and fees of expert consultants and/or expert witnesses and

costs of investigation, and all appellate representation of Agency), brought for, or on account of, injuries to or death of any person, including but not limited to Agency Parties, and the public, or damage to property, or any economic, incidental and consequential losses, which are claimed to or in any way arise out of or are connected with errors, omissions, or acts in the Consultant's or sub-consultants' performance of Services, operations, performance or imputed performance of or under this Agreement regardless of the existence or degree of fault or negligence on the part of the Agency, except for the sole, or active negligence of Agency, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save Agency harmless includes the duties to defend set forth in California Civil Code Section 2778.

9. Insurance. As a condition to the effectiveness, and Agency's obligations of performance, of this Agreement, Consultant shall continuously maintain insurance that is owned by and names Consultant (and all businesses under which Consultant transacts business), as the named and primary covered insured in a form acceptable to Agency to be in full force and effect from the first day of the term of and throughout this Agreement, and shall provide proof of such policies of insurance satisfactory to El Dorado County Risk Management, or such other representative that Agency designates, ("Risk Management") and documentation evidencing that Consultant maintains insurance that meets these requirements:

a. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.

b. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit on an occurrence basis, each, for bodily injury and property damage.

c. Automobile Liability Insurance of not less than \$1,000,000.00, each occurrence including coverage for owned, non-owned and hired vehicles, used by the Consultant in the performance of this Agreement.

d. Professional Liability Insurance. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, provide Professional Liability Insurance (for example, malpractice insurance) coverage for the performance of such services on an occurrence basis with a limit of liability of not less than \$1,000,000.00 per occurrence, and Consultant shall maintain such insurance for a period of four (4) years after completion of the Services.

e. Consultant shall furnish certificate(s) of insurance satisfactory to Risk Management as evidence that the insurance required above is being maintained.

f. All insurance will be issued by insurance companies acceptable to Risk Management.

g. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event Consultant or Agency is notified that any insurance coverage is or will: (i) be reduced by the payment, including reservation for payment, of claims and expenses; or (ii) expire, at any time or times during the term of this Agreement,

Consultant agrees to provide, at least thirty (30) days prior to any such event or events, a certificate of insurance evidencing either increased limits, or new insurance, that provide the full coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year, whichever is longer. New and increased limits of coverage certificates of insurance are subject to the approval of Risk Management, and Consultant agrees that no work or Services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, Agency may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

h. Certificates of insurance must include the following provisions stating that:

i) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Agency;

ii) Agency, its officers, directors, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the Commercial General Liability Insurance policy; and

iii) The insurer waives all rights of subrogation against Agency, its officers, directors, officials, employees and volunteers.

i. The Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, directors, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, its officers, directors, officials, employees or volunteers shall be excess of Consultant's and any required sub-consultants' insurance and shall not contribute with it.

j. All deductibles must be declared to and be approved by Risk Management. At the option of Risk Management, the insurer shall either reduce such deductibles to amounts acceptable to or as are specified by Risk Management, or eliminate such deductibles.

k. Any failure to comply with the reporting provisions of the policies shall constitute a default of this Agreement with Agency.

l. The insurance companies shall have no recourse against Agency, its officers, directors, officials, employees and volunteers or any of them, for payment of any premiums, deductibles or assessments under any policy issued by any insurance company.

m. Consultant's obligations are and shall: (i) not be limited by the foregoing insurance amounts or requirements; and (ii) shall survive expiration, termination or performance of this Agreement.

n. All agreements between Consultant and sub-consultants which arise out of or are in furtherance of this Agreement shall be in writing and shall include all of the foregoing

insurance requirements, proof of compliance with which Consultant shall furnish to Agency before the commencement of work or Services by any sub-consultant.

o. Certificates of insurance shall meet such additional standards as may be determined by Agency, either independently or in consultation with Risk Management, or others, deemed essential by Agency for its protection.

10. Interest of Public Official. No official or employee of Agency who exercises any functions or responsibilities in review or approval of Services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interests or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Agency have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Consultant. Consultant represents that it is familiar with Sections 1090, et seq. and Section 87100, et seq. of the California Government Code and that it does not know of any facts that do or would constitute a violation of either of those Code sections. Consultant covenants and represents that Consultant and sub-consultants do not now have and during the existence of this Agreement shall not acquire any personal or financial interest in: i) any other contract connected with or directly affected by the Services to be performed under this Agreement; or ii) any other entities connected with or directly affected by the Services to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

Consultant shall promptly notify Agency in writing, as required by Section 13.f., of all potential conflicts of interest or any prospective business association, interest, or other circumstance, which may influence or appear to influence Consultant's or sub-consultants' judgment or quality of Services being provided or required by the terms of this Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that Consultant or sub-consultants may undertake, and request Agency's opinion as to whether the association, interest, or circumstance would constitute a conflict of interest if entered into by Consultant or sub-consultants.

Agency agrees to notify Consultant of its opinion by mail within thirty (30) days of receipt of notification from Consultant. If, in the opinion of Agency, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant or sub-consultants, Agency shall so state in the notification and Consultant shall, at its option, enter into such association, interest or circumstance, and, so long as the facts upon which such determination is made remain unchanged, it shall be deemed not in conflict under the terms of this Agreement. If Agency is of the opinion such prospective activity could constitute a conflict of interest in, or materially impair, in the sole judgment or perception of Agency, the performance by Consultant of this Agreement, Agency shall so notify Consultant who agrees not to enter, and to restrict such sub-consultant from entering, into such association, interest or circumstance.

12. Independent Judgment. Agency understands and acknowledges that the performance of the Services provided in this Agreement may invite criticism, controversy, or litigation which may be motivated by public or private opposition to any project irrespective of Consultant's performance. Agency agrees that any such project criticism, controversy, or litigation, alone, shall not be cause for Agency to withhold payments due Consultant. Agency further agrees that the mere failure of Agency or any third party to agree with Consultant's findings, conclusions, or recommendations, alone, shall not be construed as a failure of Consultant to have performed its obligations under this Agreement.

13. General Provisions.

a. Changes to this Agreement and Task Orders. This Agreement may only be amended by mutual consent of Agency and Consultant. Such amendment shall become effective only when in writing by Agreement Amendment or Task Order and fully executed by duly authorized officers of Agency and Consultant.

b. Maintenance of Records. Consultant and all sub-consultants shall maintain complete and accurate records and accounts of all Services performed, including experts and all Work Product, pursuant to this Agreement for four (4) years after the expiration or termination of this Agreement. As a covenant that shall survive the expiration or sooner termination of this Agreement, Consultant shall make all such records available for inspection and copying by authorized representatives of Agency at any reasonable time upon request. Consultant shall also require sub-consultants to maintain and make available for inspection and copying all such records upon Agency's request.

c. Assignment and Delegation. Consultant is engaged by Agency for its unique qualifications and skills, and may not assign this Agreement or delegate the performance of Services, in whole or in part, without prior Agency approval.

d. Independent Contractor. Consultant shall be an independent contractor and shall not be deemed to be an employee of the Agency for any purpose.

e. Responsible Attorney. It is an express condition of this Agreement that Attorney designates [NAME] as Responsible Attorney [from its LOCATION OF OFFICES] who shall be responsible for the direction and performance of the Services under this Agreement. The Responsible Attorney shall serve as principal liaison between the Agency and the Attorney. Attorney may not substitute or designate other Responsible Attorney without Agency's prior written consent, which consent may be withheld at Agency's discretion.

OR

e. Responsible Principal. Consultant shall have a Responsible Principal who shall be responsible for Consultant's performance of all of its obligations and Services under this Agreement. The name of the Responsible Principal is [NAME].as named in each Task Order. The Responsible Principal shall serve as principal liaison between the Agency and the

Consultant. Consultant may not designate another Responsible Principal without Agency's prior written consent.

f. California Residency (Form 590). All independent Consultants providing services to the Agency must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or Agency shall withhold a percentage of each payment, as required by California law, made to the Consultant during term of the Agreement.

g. Taxpayer Identification. All independent contractors or corporations providing services to the Agency must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

h. Notices. All notices to be given by the parties shall be in writing and served by deposit of the notice in the United States Post Office, first class postage prepaid, return receipt requested. Failure to sign the return receipt will not impair or invalidate the notice. All notices however sent shall be effective as of the date of the sender's postage receipt, or immediately upon receipt if delivered personally or by overnight or other courier delivery services. Notices to Agency shall be addressed as follows:

El Dorado County Water Agency
3932 Ponderosa Road, Suite 200
Shingle Springs, CA 95682
ATTN: General Manager

or to such other address or location as the Agency directs.

Notices to Consultant shall be addressed as follows:

Consultant Name
Address 1
Address 2
ATTN: Name

or to such other address or location as Consultant directs.

i. Conflict of Agreement and Task Orders. Where a conflict arises between a Task Order and this Agreement, the terms of this Agreement shall prevail.

j. Interpretation; Partial Invalidity. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party. Paragraph headings are for convenience only and shall not be relied upon in construing this Agreement. If any provision of this Agreement is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

k. Venue; Fees and Cost. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, (and, if subsequently agreed, mediation, or arbitration), shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394. In any action to interpret or enforce the terms of this Agreement or to adjudicate any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement no party shall be entitled to recover attorneys' fees or costs in addition to any other relief to which such party may be entitled.

l. No Incidental, etc. Damages. Notwithstanding any other provision of this Agreement, in no event shall Agency be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed or to be performed in connection with this Agreement.

m. No Third Party Beneficiaries. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

n. Authorized Signatures. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind each party to the covenants, duties, obligations and responsibilities of this Agreement.

o. Assignment. This Agreement is for professional services and may not be assigned in whole or in part.

p. Time is of the Essence. Agency and Consultant each agree that time is expressly made of the essence in the performance of each and every covenant and occurrence of each and every condition of this Agreement. Any express or implied waiver of this provision, including by conduct, estoppel or otherwise, may be terminated and time made of the essence again upon ten (10) days prior written notice.

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q. Entire Agreement. This Agreement and the attached exhibits are the entire agreement between the parties and they incorporate or supersede all prior written or oral negotiations, representations, agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below as of its Effective Date.

-- EL DORADO COUNTY WATER AGENCY --

Dated:_____

By_____

Agency representative name

Title

“Agency”

-- CONSULTANT --

Dated:_____

Name of Consultant

a California Corporation/Individual/Partnership

By_____

“Consultant”

TASK ORDER
TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
EL DORADO COUNTY WATER AGENCY AND
[CONSULTANT NAME]

Task Order No. A#

- A. This Task Order (“TO”) is Consultant’s best estimate of the costs and expenses necessary and required for Consultant to timely and completely perform that portion of the Services of the Agreement to which it is attached and of which it is subject, identified in this TO.
- B. The separate tasks or deliverables identified and enumerated in this TO are and shall constitute the scope of the Services Consultant is to provide the Agency under this TO.
- C. The total Contracted Amount of this TO is \$[xxxx].
- D. The Time of the Performance for this TO shall be effective [xxxx] and end [xxxx] unless sooner terminated.
- E. Changes to this TO may only be made in compliance with the terms of the Agreement.
- F. Attached to this TO as Schedule 1 is the identification of all tasks, subtasks, deliverables authorized and agreed by this TO. Schedule 1 is subject to the Agreement and is made a part of this TO by this reference.
- G. The name of the Consultant’s Responsible Project Manager is [NAME]. The Responsible Project Manager shall supervise and direct the work to be performed by Consultant under this TO, and shall serve as principal liaison between the Agency and the Consultant as it relates to this TO. Consultant may not designate another Responsible Project Manager without Agency’s prior written consent.
- H. Agency’s execution of the TO constitutes Agency’s approval of it and Agency’s authorization for Consultant to proceed in accordance with this TO and the Agreement.

Dated: _____

El Dorado County Water Agency

By _____

Agency representative name

Title

“Agency”

Dated: _____

Name of Consultant

a California Corporation/Individual/Partnership

By _____

“Consultant”

Schedule 1

Tasks, Subtasks and Deliverables

Consultant Agreed Hourly Rates

Provided by consultant.



El Dorado County Water Agency
Invoicing Requirements and Expense Documentation Policy
(June 2011)

Invoices to El Dorado County Water Agency (Agency or EDCWA), shall include the following:

General Information

- ☐ Vendor name
- ☐ Payment mailing address
- ☐ Contact person, phone number, and email
- ☐ Billing period
- ☐ Project name (include Agency or EDCWA)
- ☐ Agency provided purchase order or project number

Hourly Billing Rate Information

- ☐ For each employee, include:
 - o Employee name
 - o Job title
 - o Date of work
 - o Number of hours
 - o Hourly rate
 - o Description of work performed
- ☐ If employees are added to the project, an updated rate sheet and copies of the resume(s) must be submitted to the Agency for **prior** approval.
- ☐ Overtime rates will be disallowed.

Multiple Tasks Information (if applicable)

- ☐ Separate the amount incurred for each task
- ☐ Provide a summary of task completion

Reimbursable Expenses (where allowed by Agency contract or approved under travel policy)

- ☐ Mileage: Include date, destination, project name and miles
- ☐ Travel: Copies of receipts with travel dates, amounts, project name, and employee name
- ☐ Miscellaneous costs: Copies of receipts, project name, and purpose
- ☐ Excluded: Costs and time for preparation or review of invoices or supporting documents

Sub-consultants (if applicable)

- ☐ Consultant is responsible for (1) verifying and represents all sub-consultant documentation complies with all requirements listed above and (2) providing copies of the invoices and back-up documentation with the Consultant's billing.
- ☐ Add-ons, mark-ups and other billing adjustments will be disallowed.

Note: All rates and reimbursable expenses must be in compliance with the contracted rates. If amounts submitted exceed contracted rates, the invoice will be adjusted and paid at approved rates.



**EL DORADO COUNTY WATER AGENCY
BOARD OF DIRECTORS'
CONSULTANT TRAVEL POLICY**

Subject:

Policy No. 14

Page 1 of 2

**Priorities, Restrictions,
Principles and Procedures**

January 9, 2008

Background:

The El Dorado County Water Agency adopted El Dorado County's travel policy for use in all consultant contracts. At the Board's direction, the Water Agency has been establishing greater independence from the County and is developing its own policies. This policy applies to all consultants contracted by the Water Agency that are required to travel in the course of business for the performance of their contract and provides guidelines for reimbursements.

General Policy:

To conserve Agency resources and keep expenses within community standards for consultants performing Agency contracted work, expenditures should adhere to the guidelines in this policy. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the Agency will be limited to the costs that fall within the guidelines.

- Expenses incurred for travel must: (i) directly benefit the Agency; (ii) be reasonable, actual and necessary expenses; (iii) be authorized by the consultant's contract; and (iv) be budget compliant.
- All expenses incurred on Agency business should be a reasonable and prudent use of public funds.

Consultants compelled to travel in the performance of their contracted duties and in the service of the Agency shall be reimbursed for their reasonable, actual and necessary expenses for transportation, parking fees, and other reasonable incidental costs.

Reimbursable Expenses

Consultants traveling to attend Agency meetings, or making presentations or attending meetings on behalf of the Agency may be compensated as follows:

Automobile. When traveling to Agency related meetings, mileage is reimbursed at Internal Revenue Service rates. (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Parking & Tolls. Parking fees and tolls shall be reimbursable, as long as documentation is provided. In no circumstances will citations be reimbursable.

Other Travel

All other travel (e.g., conferences, overnight travel, etc.) must be approved prior to the occurrence. The General Manager may grant an exception to this policy, so long as: (1) the expense has been included in the annual Board approved budget; (2) is within California; and (3) does not exceed \$2,000 per person. If all three criteria are not met, then Board approval is required.

Expenses will be reimbursed in a manner consistent with the Board approved “Expense and Use of Public Resources Policy Statement”. Any exception granted is to be applied on a case-by-case basis and does not set a or any precedent for future policy unless it has been formally adopted by the Board of Directors.

Advances

Funds will not be advanced to the consultant for travel.

Reimbursements

Consultants must provide an itemized invoice for travel costs within 60 days of the occurrence.

- Mileage reimbursement requires the date of travel, destination, purpose, and number of miles.
- All other reimbursements shall require receipts documenting the expense. If receipts are not customarily issued for the type of expense, then written documentation including, the type of expense, date, signature of consultant, and amount must be provided.

Compliance

In order to receive reimbursements for travel expenses, it is the responsibility of the consultant to understand and comply with all policies and procedures included in this policy. Failure to properly document expenses may result in a denial of reimbursement.

Effective Date and Supersession:

Regardless of what is stated in a consultant’s contract, this Policy shall be effective upon its adoption and shall supersede all prior policies, amendments, letters of intent, or positions of Agency on this subject.

Attachment "C"

August 10, 2011 through June 30, 2014

Vendor Pool Professional Services RFP

Proposal Scoring Sheet

[] Service Category

Name of Proposer: _____

Name of Reviewer: _____

	Criteria	Score 1-10*	Weight (%)	Weighted Score
1	Understanding of and approach to scope of work in the RFP		25	
2	Experience and expertise		25	
3	Project team makeup and capabilities		25	
4	Hourly rates, affordability and cost control		25	

Total Weighted Points: **

*One (1) being lowest and ten (10) highest

**Maximum total weighted points = 1,000