

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

REQUEST FOR QUALIFICATIONS

AS-NEEDED ENVIRONMENTAL SITE ASSESSMENTS

RFQ No. 846



**ALL RESPONDENTS MUST BE REGISTERED ON METROPOLITAN'S BID SYSTEM
"THE NETWORK" IN ORDER TO SUBMIT A STATEMENT OF QUALIFICATION**

**TO ENSURE RECEIPT OF THE LATEST INFORMATION AND UPDATES
REGARDING THIS SOLICITATION, INTERESTED PERSONS MUST REGISTER ON-
LINE AT www.mwdh2o.com; CLICK ON "DOING BUSINESS"; THEN SELECT
"VENDOR REGISTRATION".**

November 2007

Questions requesting clarification are due by

3:00 p.m., PST (Pacific Standard Time), December 7, 2007

Statements of Qualifications will be received until

3:00 p.m., PST, December 21, 2007

at The Metropolitan Water District of Southern California's office, Union Station,
700 North Alameda Street, fifth floor-room US5-113, Los Angeles, California 90012

Contract Analyst: Peter Lan
Email address: plan@mwdh2o.com

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SECTION 1

INFORMATION FOR RESPONDENTS

About Metropolitan

1. The Metropolitan Water District of Southern California, (Metropolitan) is a public agency incorporated in 1928 pursuant to the Metropolitan Water District Act to build the Colorado River Aqueduct, a facility it still owns and operates. Metropolitan's primary purpose is to provide a supplemental water supply for domestic and municipal uses at wholesale rates to its member agencies. Metropolitan imports water from two sources: the Colorado River via the Colorado River Aqueduct and Northern California via the California Aqueduct. Today, Metropolitan provides nearly 60 percent of the water used within its service area.
2. Metropolitan consists of 26 member agencies that include 14 cities, 11 municipal water districts, and one-county water authority. Metropolitan is governed by a 37-member Board of Directors made up from the member agencies.
3. Metropolitan's service area comprises 5,200 square miles and includes portions of the six counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Existing Metropolitan facilities include a 242-mile-long Colorado River Aqueduct with 5 pumping plants, a distribution system utilizing 8 functional reservoirs, 5 water treatment plants, 43 pressure control structures, 16 hydroelectric plants, and approximately 775 miles of large diameter pipelines.
4. Respondents are encouraged to review Metropolitan's Web Site announcements on a regular basis for contracting opportunities: www.mwdh2o.com.

Brief Description of Services

Metropolitan is seeking experienced and qualified respondents to provide environmental consulting services in support of projects throughout Metropolitan's distribution system and service area. A detailed description of the services and requirements is included in Section 2 Scope of Services.

Minimum Requirements

Respondent must meet the following minimum requirements. Respondent's Statement of Qualification will be deemed non-responsive to the extent that it does not meet the minimum requirements.

- Respondent shall have an established business firm with a minimum of **ten (10) consecutive** years experience in performing similar services requested (see Section 2 Scope of Services for detailed description).
- Respondent place of business, or base of operations, must be located within Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

Business Outreach Program

1. The Metropolitan Water District of Southern California is committed to creating an environment that affords all individuals and businesses open access to the business opportunities available within the regional service area in a manner that reflects the diversity of the service area.
2. It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises.
3. A Small Business Enterprise (SBE) is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
4. The Business Outreach Program (BOP) Office does not set Small /Disabled Veteran Business Participation Levels on Request for Qualifications (RFQ); however, if this RFQ proceeds to a RFP, contract award or task order, the BOP Office reserves the right to set the minimum organizational goal of 18%, in that RFP, contract or task order, following review of the actual scope of work involved.
5. A Regional Business Enterprise (RBE) is a prime consultant who has maintained an office for a minimum of one year in one of the following counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura, or San Diego. Those firms that qualify as RBEs will receive five (5) percentage points toward total scoring points.
6. A Disabled Veteran Business Enterprise (DVBE) is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) AND BY the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC)
7. Disabled Veteran Business Enterprises (DVBEs), participating as primes, must apply when registering online at www.mwdh2o.com; click on "Professional Service Opportunities"; and link to "Vendor Registration." Those firms that qualify as DVBE primes, or meet the participation levels through utilizing DVBE subconsultants, if applicable, will receive five (5) percentage points toward total scoring points.
8. ***For questions or clarification concerning the Business Outreach Program, please call the Business Outreach Office Hot Line at 213.217.7444.***

Proposed Time Schedule

<u>11/14/07</u>	Release of RFQ Solicitation
<u>12/07/07</u>	Respondent Request for Clarification due by 3:00 p.m. PST
<u>12/21/07</u>	RFQ Submittal Closing Date 3:00 p.m. PST

Request for Clarification

1. Firms requesting clarification pertaining to this RFQ must submit all requests by **3:00 p.m., PST, December 7, 2007**, via email to **Peter Lan**, at plan@mwdh2o.com. As appropriate, Metropolitan will respond to questions, and answers will be transmitted by e-mail in the form of an amendment to the RFQ.
2. In order to be responsive, receive updates, clarifications, addenda and amendments, you **must** complete and submit the online registration form by going to www.mwdh2o.com, then click on "Doing Business", and then Vendor Registration.

General Statement of Qualification Information

1. Respondents are encouraged to carefully review this RFQ in its entirety prior to preparation of the Statement of Qualification.
2. All Statements of Qualification submitted will become the property of Metropolitan.
3. Respondent may modify or amend its Statement of Qualification only if Metropolitan receives the amendment prior to the deadline stated herein for receiving Statements of Qualification.
4. If Respondent forms a joint venture, a copy of the joint venture agreement will be requested if Respondent is selected for award. Do *not* submit the joint venture agreement with the Statement of Qualification.
5. A Statement of Qualification may be considered non-responsive if conditional, incomplete, or if it contains alterations of form and structure, additions not called for, or other irregularities that may constitute a material change to the Statement of Qualification.

Rights Reserved to Metropolitan

Metropolitan reserves the right to:

- Reject any or all Statements of Qualifications;
- Select the Statement of Qualification most advantageous to Metropolitan;
- Verify all information submitted in the Statement of Qualification;
- Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this RFQ;
- Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as Metropolitan may deem to be in its best interests;

- Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of Metropolitan;
- Amend the RFQ;
- Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between Metropolitan and the successful Respondent.
- Establish a pre-qualified List of Respondents

Validity

Statements of Qualification must be valid for a period of at least twelve (12) months from the closing date and time of this RFQ. Statements of Qualification may not be withdrawn after the submission date.

Pre-Contractual Expenses

Metropolitan shall not, in any event, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Statement of Qualification. Respondents shall not include any such expenses as part of their Statement of Qualification. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Statement of Qualification in response to this RFQ; submitting that Statement of Qualification to Metropolitan; negotiating with Metropolitan any matter related to the Statement of Qualification; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

Confidentiality

1. Metropolitan is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public.
2. Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including "trade secrets" under Evidence Code § 1060. Such supplemental information **shall not be material** to the required submittal information and Metropolitan shall be under no obligation to consider such supplemental information in its evaluation.
3. If submitting confidential, supplemental information, such information shall be submitted on a different color paper than, and bound separate from, the rest of the submittal, and shall be clearly marked "Confidential." Upon completion of its evaluation, Metropolitan will destroy any confidential, supplemental information submitted, or return such information to Respondent if so requested.

Protest Procedure

Respondents may review Metropolitan's protest procedure at: <http://www.mwdh2o.com> Doing Business, Professional Service Opportunities, click on "protest procedures".

Award of Contract

After a Respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by Metropolitan.

Sample Agreement

Exhibit 1 is Metropolitan's Sample Agreement. Before submitting your Statement of Qualification, you are requested to carefully review and comment on all of the provisions set forth in the Sample Agreement. Metropolitan reserves the right to modify, add or delete any of the provisions of the Agreement prior to issuance.

Task Order

Respondents should note that the services that may be awarded as a result of this solicitation may be negotiated and ordered through the issuance of a written Task Order (**Exhibit 2**). Task Orders will be used to further define elements of work and shall include a negotiated schedule, price, deliverables and other terms and conditions for the particular task. All Task Orders must be approved and signed by the Agreement Administrator and the Respondent.

Certificate of Insurance

Respondent shall state its willingness and ability to provide Metropolitan with required insurance coverage as set forth in the sample Agreement within seven days of notification of selection for award. The insurance coverage required for this RFQ are as follows:

1. General Liability = **\$1,000,000**
2. Automobile Liability = **\$1,000,000**
3. Workers' Compensation insurance covering all of Consultant's employees shall be furnished in accordance with the Statutory Requirements of the State of California and shall include Employers' Liability insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.
4. Professional Liability or Errors and Omissions = **\$1,000,000 / \$2,000,000 aggregate**

Definitions

1. **Agreement**: Contractual document specifying the terms and conditions, and defining the Scope of Services to be performed by the Consultant for a specific project, or on a continuing or on-call basis.
2. **Project Manager/Agreement Administrator**: The person assigned to administer the work to be accomplished by Consultant and the primary point of contact between Metropolitan and Consultant.
3. **Fee Schedule**: A price list of costs associated with performing the requested services including but not limited to labor costs, overhead, profit, and other direct costs.
4. **Consultant**: The party entering into an Agreement with Metropolitan for the performance of the work described in this RFQ.

5. Joint Venture: An association of two or more persons or firms engaged in the cooperative effort of providing services described in the Scope of Services for which a Statement of Qualification is being submitted.
6. Key Personnel: Lead members of Consultant's team and actual direct participants in the services. Key personnel may include the Consultant's employees or a Subcontractor.
7. Metropolitan: Metropolitan as used hereinafter shall refer to The Metropolitan Water District of Southern California.
8. Respondent: A sole proprietor, partnership, corporation, or joint venture making a Statement of Qualification or response to Metropolitan's Request for Statement of Qualification.
9. Regional Business Enterprise: Firms having an office located within one of the following counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura and San Diego for at least one year.
10. Small Business Enterprise: Those firms meeting the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
11. Disabled Veteran Business Enterprise: Any firm that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) AND BY the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC)
12. Subcontractor/Subconsultant: Any person, firm, or corporation performing work or providing service for the Consultant in support of the Scope of Services for an agreement.
13. Solicitation: An RFP (Request for Proposal), RFI (Request for Information), or RFQ (Request for Qualifications) issued by Metropolitan.

Section 2 SCOPE OF SERVICES

Background

Metropolitan requires the services of an environmental consultant for characterizing the lateral and vertical extent of soil and groundwater contamination caused by releases of hazardous substances or the monitoring of previously identified contamination. Further, in connection with the properties and property transaction that Metropolitan engages in, Metropolitan requires these services to conduct Phase I and/or Phase II Environmental Site Assessments (ESAs) to identify, to the extent feasible, the environmental risks and liabilities associated with the property under transaction and various Metropolitan facilities.

Objective

The environmental consulting service, on an as-needed basis, is in support of Metropolitan's operation for projects throughout Metropolitan's distribution system and service area. Assignments may involve water treatment plant facilities, pipelines, canals, dams, tunnels, roadways, rural properties, and miscellaneous buildings and structures.

Professional Services Required

1. Consultant shall provide environmental consulting services on an as-needed basis in support of Metropolitan's Environmental, Health, and Safety Section for projects throughout Metropolitan's distribution system and service area. Services will vary on a project-by-project basis depending upon the specific needs of each project. Assignments may involve water treatment plant facilities, pipelines, canals, dams, tunnels, roadways, rural properties, and miscellaneous buildings and structures. As requested, Consultant shall conduct site reconnaissance, characterize the lateral and vertical extent of soil and groundwater contamination caused by releases of hazardous substances, monitor previously identified contamination, perform field testing, collect soil and/or water samples for environmental laboratory testing, review laboratory analysis data, review reports and/or records, prepare written data and technical reports of all work conducted.
2. Consultant shall have prior experience with, and have the capabilities to provide the services for all of the following sections.
 - (a) Specific Requirements of Phase I Environmental Site Assessment (ESA):
 - (i) The Phase I ESA shall consist of, but not be limited to, the following tasks:
 - Records review;
 - Site reconnaissance;
 - Interviews with current owners and occupants of the property and local government officials;
 - Evaluation and preparation of report.

(ii) The Phase I ESA shall be in conformance with the scope of the American Society of Testing Material Standard Practice (ASTM), E1527-05. It shall be conducted by an environmental professional as defined by the ASTM Standards who is a Registered Environmental Assessor in the State of California;

(iii) Services may also include conducting Environmental Site Assessments of environmental risks and liabilities associated with pending property transactions and various Metropolitan-owned facilities. For properties that are in escrow, the Phase I ESA report shall be submitted to Metropolitan within 30 days of notice to Consultant to proceed with the assessments.

(iv) All Phase I ESA reports shall be signed by the supervising registered professional.

(b) Specific Requirements of Phase II Environmental Site Assessment (ESA):

(i) The Phase II ESA shall consist of, but not be limited to, the following:

- Site investigation – sampling and testing of various environmental media;
- Evaluation of site conditions;
- Groundwater monitoring, sampling and testing of various environmental media;
- Laboratory analysis data review and interpretation;
- Report preparation;
- Detailed risk assessment (upon request)

(ii) The Phase II ESA shall be performed under the direct supervision of a California Certified Engineering Geologist, Registered Geologist or Registered Civil Engineer;

(iii) All Phase II ESA reports shall be signed and stamped by the supervising registered professional;

(iv) A work plan for conducting the Phase II ESA shall be submitted to Metropolitan for review and approval prior to initiating any Phase II activity;

(v) All Phase II ESA activities shall satisfy applicable local, County, State, and Federal rules and regulations;

(vi) A site-specific Health and Safety Plan shall be required for each Phase II ESA;

(vii) Samples collected during the Phase II ESA shall be analyzed by Metropolitan's contract laboratory or Metropolitan approved laboratory. Consultant shall not use any other laboratory without prior approval from the Agreement Administrator. Samples shall be analyzed within the normal turnaround time unless otherwise directed or approved by the Agreement Administrator.

(c) Sampling and Monitoring Equipment:

Consultant shall have the resources to provide various sampling and monitoring equipment, including but not be limited to, the following:

- Multiple drill rigs, suitable for varying soil conditions, for establishing soil borings and/or groundwater monitoring wells;
- Soil gas monitoring probes and gas extraction equipment;
- Any other equipment needed for obtaining soil and/or groundwater samples (e.g. direct push, hydro-punch);
- Geophysical survey equipment;
- Mobile laboratory;
- Soil, water, and groundwater sampling equipment and supplies

(d) Miscellaneous:

Consultant may also be requested to perform miscellaneous, environmental related activities. Such related activities, may include specification preparation or review, site evaluation, hazardous substance sampling, and remediation. Peer review and comment on other Consultant's environmental report may be required. Consultant shall have the capabilities to perform these miscellaneous services.

Project Meetings and Technical Briefings

Consultant may be required to participate in Metropolitan project meetings or provide technical briefings as project conditions and assignments may warrant.

Service Proposal/Cost Estimate:

Consultant may be required to submit a Proposal/Cost Estimate (Estimate) to Metropolitan for each assignment prior to conducting any work. The Estimate shall include a specific description of the work to be performed. Metropolitan will review the Estimate and identify the work authorized for each assignment. Consultant and Metropolitan's Agreement Administrator shall agree upon the maximum amount of compensation and a date of completion for the performance of work authorized for each assignment. A Task Order may be issued for the agreed upon work. No compensation will be made for unauthorized and unnecessary services.

Deliverables

All reviewed data, site reconnaissance, interpretations, laboratory analyses, conclusions, and recommendations shall be presented in written reports and submitted to Metropolitan. Consultant shall have all necessary capabilities to produce required text, figures, tables, and maps to support the performed work. Consultant shall submit draft versions of all prepared reports to Metropolitan for review. Upon receipt of Metropolitan's comments on the draft reports, Consultant shall submit bound hard copies (minimum three (3) copies). Final reports shall be signed and stamped by a California Certified Engineering Geologist, or Registered Geologist, or Registered Civil Engineer, as required.

Quality Control

All work performed by the Consultant shall be subject to review by Metropolitan. However, Metropolitan accepts no responsibility for the correctness or accuracy of the Consultant's work, for which the Consultant will have full responsibility.

Section 3 EVALUATION CRITERIA

General

The following evaluation criteria will be used for the evaluation and selection of Respondent. Each Statement of Qualification will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below and as described in Section 4. The order of the listed criteria is not indicative of their priority, weighting or importance.

Firm Qualifications / Staffing Plan

- Provide an organization chart and staffing plan identifying key personnel and related support staff that will perform and assist with the requested services.
- Provide a listing with job titles and resumes of key personnel. Resumes shall highlight title, education, licenses (issue and expiration dates), similar project experience within last five years and other qualifications for the services described in this RFQ.

Record of Past Performance

- Cite the total number of projects worked on within the last three (3) years most relevant in size and scope to the services requested under this solicitation. For each, provide the project title, a brief narrative/description, and indicate your/the firm's role (Lead firm, support, etc), and the final product, outcome and the benefits realized by the client as a result of the work. Please provide Directory/Contact Information. List the most current projects first. Please provide all pertinent information including but not limited to:
 1. Client name and address.
 2. Client contact name, telephone and fax number, and email address.
 3. Project schedule and cost.
 4. Names of key personnel of the Respondent's team that participated on the named projects and their specific responsibilities.
- Please choose three (3) projects from those cited above that best demonstrate your qualifications and provide a **detailed** description of each. Identify who on the proposed team worked on each project. Provide a project schedule and list percentage of completion for current or in progress related efforts. Identify your responsibilities, problems/issues encountered, solutions recommended, results generated, and the final product, outcome and the benefits realized by the client as a result of the work.

Technical Approach, Methodology, and Quality Assurance

Based on your firm's similar past experience provide a description of the anticipated procedures and general approach that will be used to perform the requested services. Discuss objectives, recommendations and solutions. Respondent is encouraged to identify and recommend any improvements/enhancements for the proposed service, as well as highlight other issues Respondent deems prudent.

Fee Schedule

Respondent shall use **Exhibit 3 to complete its fee schedule.** Please include hourly fees for all classifications and list any known non-labor / other direct costs as footnotes to the fee schedule. Metropolitan will reimburse non-labor / other direct costs only at Consultant's actual cost. Include the fee schedule (in a sealed envelope) **only** in the original hardcopy Proposal binder.

Business Outreach Program Compliance

1. Respondents (primes) who qualify as a Small Business Enterprise and/or Disabled Veteran Business Enterprise, or who meet the stated participation levels through subconsultant utilization, and have submitted the required documents as stated in Section 1, Business Outreach Program, will be awarded 5 percentage points toward the total number of evaluation points.
2. Respondents (primes) who qualify as Regional Business Enterprise and have submitted the required documents as stated in Section 1, Business Outreach Program, will be awarded 5 percentage points toward the total number of evaluation points.

Section 4
STATEMENT OF QUALIFICATION INSTRUCTIONS

Instructions

Packaging

Statements of Qualification shall be enclosed in a sealed package. Respondent's name and address shall appear in the upper left-hand corner of the package. All Statements of Qualification shall be identified with **RFQ No. 846** legibly written on the outside of the package(s). If multiple packages are submitted, each package must be legibly numbered, i.e., 1 of 3, as required.

Submittal

1. Respondents shall submit their Statement of Qualification as follows: **four (4) hard copies** in a three-ring binder with one clearly marked as "original" on the outside cover with an original signature and **1 CD containing the Statement of Qualification in a single file in PDF format** to the following address.

By Mail

The Metropolitan Water District
of Southern California
P.O. Box 54153
Los Angeles, California 90054-0153

Attn.: Business Resource Center Desk,
US 5-113

RFQ No. 846 – **As-Needed Environmental
Site Assessments**

In Person or by Courier

The Metropolitan Water District
of Southern California
700 North Alameda Street
Los Angeles, California 90012

Attn.: Business Resource Center Desk,
US 5-113

RFQ No. 846 – **As-Needed Environmental
Site Assessments**

2. Statements of Qualification will be received until **3:00 p.m., PST, December 21, 2007.**
3. **In Person Delivery:** All Statements of Qualification must be delivered to the **Business Resource Center (BRC)**, 5th floor, Union Station Building at 700 North Alameda Street, Los Angeles. Respondents (or Courier), must sign-in at the Security Desk located on the 1st floor in order to have access to the BRC. The BRC will date and time stamp all Statements of Qualification upon receipt. Respondents or Courier will be given a copy of the receipt for their records. **Statements of Qualification received by the BRC after the stated time and date, will be considered late and will be returned unopened.**
4. Metropolitan will not be responsible for submittals that are delinquent, lost, miss-marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by Metropolitan.

Response Requirements

1. **The information requested below will be used to evaluate the Respondent's Statement of Qualification based on the criteria outlined in Section 3. Respondents may be deemed non-responsive if they do not respond to all Sections, A through L.**
2. Statements of Qualification must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
3. Respondent's Statement of Qualification shall be clear, accurate, and comprehensive. **Excessive or irrelevant materials will not be favorably received. A material departure from the format requirements listed herein may render the Statement of Qualification as non-responsive.**
4. The **hardcopy Statement of Qualification** shall be three-hole punched and placed in a three-ring binder. They shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below:
 - A. Executive Summary Letter
 - B. Validity of Statement of Qualification
 - C. Statement of Compliance
 - D. Certificate of Insurance
 - E. Minimum Requirements
 - F. Firm Qualifications / Staffing Plan
 - G. Record of Past Performance
 - H. Technical Approach, Methodology, and Quality Assurance
 - I. Fee Schedule
 - J. Subconsultants
 - K. Financial Information
 - L. Conflict of Interest

A. Executive Summary Letter

This letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFQ. This letter must include the following information: company name, address, contact person, telephone number, and e-mail address.

The letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code, and shall identify all materials and enclosures being forwarded in response to this RFQ. An unsigned Statement of Qualification may be grounds for rejection.

B. Validity of Statement of Qualification

Responses to this RFQ shall be valid for a minimum of twelve (12) months. Submissions not valid for at least twelve (12) months will be considered non-responsive. The Respondent shall state the length of time for which the submitted Statement of Qualification shall remain valid.

C. Statement of Compliance

Respondent shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording / changes; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided.

D. Certificate of Insurance

Respondent shall state herein the willingness and ability to provide the required insurance coverage and Accord insurance form. Insurance requirements are listed in Section 1 herein and in the Sample Agreement. Metropolitan shall request the actual Accord insurance form when recommendation for award is made.

E. Minimum Requirement(s)

In this section, Respondent shall (in addition to demonstrating that it meets the minimum requirements affirm that it meets the minimum requirement by including the following statement: “*I certify that I meet the minimum requirement(s).*” Respondent’s Statement of Qualification may be deemed non-responsive if these minimum requirement(s) are not met.

F. Firm Qualifications / Staffing Plan

As required by section *Three – Evaluation Criteria*, Respondent shall submit an organization chart and staffing plan identifying its Project Manager and key personnel, related lines of authority and responsibility of those team members who will provide the services described in this RFQ.

Respondent shall provide resumes for the Project Manager and any key personnel including subconsultants who will participate in these services. Resumes shall highlight education, licenses, relevant experience, and specific responsibilities for services described herein.

Project Manager, key personnel and subconsultants shall have a minimum of seven (7) years individual experience and have provided similar proposed services within the past five (5) years.

G. Record of Past Performance

In accordance with the format established in section *Three – Evaluation Criteria*, Respondent shall describe in detail its experience that demonstrates the ability of the Respondent to perform work similar in scope and size to that required in this RFQ.

H. Technical Approach, Methodology, and Quality Assurance

As required by section *Three – Evaluation Criteria*, based on your firm’s similar past experience provide a description of the anticipated procedures and general approach that will be used to perform the requested services. Discuss objectives, recommendations and solutions. Respondent is encouraged to identify and recommend any improvements/enhancements for the proposed service, as well as highlight other issues Respondent deems prudent.

Respondent shall state specific competencies and technical approaches or procedures to be used to accomplish the services required. Respondent shall provide written sample reports

such as Phase I Environmental Site Assessment (ESA) report; Phase II ESA report; Groundwater Monitoring/Detection report; and Risk Assessment.

Respondent shall address quality assurance and control measures and procedures for performance monitoring, schedule and budget controls, problem resolutions, and based upon Respondent's experience, applicable contingency plans intended to overcome any delays or other problems that may be encountered.

I. Fee Schedule

In addition to evaluating the Respondent's fee schedule, Metropolitan may accept and incorporate the submitted fee schedule as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms. Respondent shall use **Exhibit 3 to complete its fee schedule.**

Please include hourly fees for all classifications and list any known non-labor / other direct costs as footnotes to the fee schedule. Metropolitan will reimburse non-labor / other direct costs only at Consultant's actual cost. Include the fee schedule (in a sealed envelope) **only** in the original hardcopy Statement of Qualification binder.

J. Subconsultants

Respondent shall submit herein a list of any subconsultants they intend to contract with to provide the services described in this RFQ.

K. Financial Information

If requested, Respondent shall submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Respondent must be prepared to substantiate all information shown. Respondent must indicate herein Respondent's willingness to provide this information. At its discretion, Metropolitan may accept other financial information that allows for an analysis of the Respondent's financial condition.

L. Conflict of Interest

Respondent must complete (and its subconsultants) and submit the Conflict of Interest Statement attached herein as **Exhibit 4.**

Section 5

EVALUATION PROCESS AND NEGOTIATIONS

Evaluation Process

1. Statements of Qualification will be reviewed by the Contract Analyst to verify compliance with submission instructions, response requirements, and minimum requirements. Any Statement of Qualification not meeting the minimum requirements may be deemed non-responsive.
2. Statement of Qualification evaluation will commence immediately following the review conducted by the Contract Analyst. During the evaluation process, the evaluation panel may request clarification, as necessary, from Respondents. Respondents should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 30 to 45 working days. Respondents will be notified via email regarding status of Respondent's Statement of Qualification.
3. Metropolitan may select qualified Respondent(s) based solely on the submitted Statement of Qualification. Metropolitan may choose to establish a prequalification list. The selection of firms as pre-qualified may be based on the accumulation of a minimum target percentage of the total possible point score.
4. Following the evaluation of the submitted Statement of Qualifications, a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 3. Metropolitan may elect to have the short list of Respondents give oral presentations. Short-listed Respondents must be prepared to give their presentation within five (5) business days of the request by Metropolitan. The evaluation panel may ask questions about Respondent's written Statement of Qualification and other issues regarding the scope of work. The short interview may be evaluated and scored. Metropolitan may ask short-listed firms to submit a "best and final" Statement of Qualification.

Negotiations

Negotiations regarding agreement terms, conditions, scope of work, and pricing may or may not be conducted with Respondent. Therefore, the Statement of Qualification submitted should contain the Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent. If Metropolitan engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. Metropolitan may elect to contact another firm submitting a Statement of Qualification. This sequence may continue until an agreement is reached.

SAMPLE AGREEMENT

EXHIBIT 1

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AGREEMENT NO. _____

FOR CONSULTING SERVICES

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and CONSULTANT's NAME, [INSERT LEGAL DESCRIPTION OF CONSULTANT, i.e. individual dba (doing business as), joint venture, partnership, small business enterprise, or corporation of the State of (name)], hereinafter referred to as Consultant.

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.

2. Metropolitan requires the services of Consultant to provide [BRIEF DESCRIPTION OF SERVICES]. **OR**

2. This Agreement is entered into with Consultant in response to Request for Proposal No. _____ to provide [BRIEF DESCRIPTION OF SERVICES].

3. Metropolitan does not guarantee that the services stated in the scope of work will be required for the entire duration of the agreement.

4. Metropolitan desires to retain Consultant, and Consultant desires to perform the services required by Metropolitan according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

a. Metropolitan hereby engages Consultant to provide Metropolitan the following services: [INSERT SCOPE OF WORK]. **OR** Metropolitan hereby engages Consultant to provide Metropolitan the services described in detail in the Scope of Work attached hereto as Exhibit ____.

[ADD THE FOLLOWING IF APPLICABLE]

b. All services related to the scope of work will be ordered through the issuance of a written Task Order. All Task Orders must be completed and signed by both parties prior to proceeding with services. The Task Order form is attached hereto as Exhibit ____.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from _____ through _____, subject to earlier termination pursuant to Section [REFER TO TERMINATION PARA. #] below.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates [MR./MS. NAME] as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to Consultant.

ARTICLE 3b.-WILL NOT BE USED FOR TEMPORARY PERSONNEL AGREEMENTS.

b. The acceptability of all services performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise established herein, Metropolitan's Agreement Administrator will establish the scope of services, timetable

for completion of services, and any due dates for preliminary work or reports submitted to Metropolitan.

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of [MR./MS. KEY PERSONNEL NAME], who shall administer all work under this Agreement and shall coordinate directly with Metropolitan. Any substitution of key personnel must be approved in advance by Metropolitan's Agreement Administrator and the Agreement shall be amended to reflect the changes.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of Metropolitan.

6. Subconsultants

a. Consultant shall be responsible to Metropolitan for all services to be performed under this Agreement. All subconsultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this Agreement. Metropolitan shall not be liable for any payment or other compensation for any subconsultants.

b. Consultant's contracts with subconsultants shall require subconsultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Nondiscrimination Practices as set forth in this Agreement.

c. As applicable, Consultant's use of subconsultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, Metropolitan will make payment to Consultant in accordance with the Fee Schedule, attached hereto as Exhibit _____. This Fee Schedule shall include the rates and expenses of subconsultants and shall remain in effect for the duration of this Agreement. [ADD THE FOLLOWING IF APPLICABLE] The Fee Schedule may be modified through issuance of a Task Order where modified rates and expenses for the task order work have been agreed to.

b. Metropolitan will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. Metropolitan shall pay Consultant for allowable expenses, including work and expenses of any subconsultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including subconsultants' fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit ____, attached hereto.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$000,000. [ADD THE FOLLOWING IF ROLLOVER] The maximum rollover amount payable per agreement year under the terms of this Agreement, including expenses, will not exceed \$000,000. [DELETE THE FOLLOWING FOR FIXED-PRICE

CONTRACT] Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$000,000[per agreement year] (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

Consultant shall submit a monthly invoice to Metropolitan's Accounts Payable Section, whose mailing address is P.O. Box 54153, Los Angeles, California 90054-0153. Each invoice shall indicate Consultant's name and mailing address, Metropolitan's project name and agreement number, and the beginning and ending billing dates.

Any mailing address change must be submitted in writing to Metropolitan's Corporate Resources—Professional Services Contracting Team, at the above address. Without proper notification of an address change, Consultant's invoice payment may be delayed.

Consultant's invoices shall be signed and certified to be true and correct to the best of Consultant's knowledge and shall include the following information: the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and total amount previously invoiced.

[IF APPLICABLE ADD LANGUAGE IF TIMESHEETS ARE REQUIRED FROM
CONSULTANT AND/OR SUBCONSULTANT]

a. All labor charges shall be itemized by employee name, classification, corresponding labor rate, hours worked, description of each labor charge, and total amount due for labor charges.

b. Invoices shall itemize allowable expenses for which reimbursement is sought.

c. Consultant shall attach a copy of each subconsultant invoice for which reimbursement is sought. Subconsultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

[ADD THE FOLLOWING IF TASK ORDERS ARE USED]

x. Invoices shall include Task Order number where applicable and the beginning and ending billing dates. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

[ADD THE FOLLOWING IF AGREEMENT CONTAINS SBE LEVELS]

x. Consultant invoices shall be accompanied by a completed SBE Utilization Report, attached hereto as Exhibit____.

d. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Consultant within 30 days after receipt of the invoice. Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid.

10. Business Outreach Program

a. It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises. [IF NO PARTICIPATION LEVELS ARE

ASSIGNED, INCLUDE THIS SENTENCE AND DELETE PARAGRAPHS B THRU E] In performing services under this Agreement, Consultant shall endeavor to further this policy whenever practicable.

b. Consultant agrees to utilize the services of Small and/or Disabled Veteran Business Enterprises at the participation level of _____ percent. For each SBE/DVBE Subconsultant, Consultant shall complete the Outreach Participation form, attached hereto as Exhibit _____.

c. Consultant shall submit with each invoice an SBE/DVBE Utilization Report, attached hereto as Exhibit _____, indicating either the amount paid to each SBE/DVBE subconsulting firm or no activity for the invoice period. Consultant shall be responsible for compliance of its subconsultants. Failure to provide Metropolitan with the Utilization Report may result in the withholding of Consultant's invoice payment.

d. Consultant shall not substitute a SBE/DVBE firm without obtaining prior approval of the Agreement Administrator and amending this Agreement. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

e. In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy Metropolitan may have under this Agreement or by operation of law, in this event Metropolitan:

i. May withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of Metropolitan's audit of books and records of Consultant and its subconsultants.

ii. In the event Consultant falsifies or misrepresents information contained in the form or other willful noncompliance as determined by Metropolitan, Metropolitan may disqualify the Consultant from participation in other Metropolitan contracts for a period of up to 5 years

11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. Metropolitan will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. Metropolitan may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which Metropolitan deems proper without additional compensation to Consultant. Consultant shall

have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement shall be the property of Metropolitan. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

a. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for Metropolitan, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to Metropolitan, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for Metropolitan, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

b. Consultant shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement.

c. Consultant shall assign and does hereby assign to Metropolitan all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for Metropolitan.

d. Consultant shall cooperate in the execution of all documents necessary to perfect Metropolitan's right to intellectual property under this Agreement.

e. When requested by Metropolitan, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

f. When requested by Metropolitan or upon termination of this Agreement Consultant shall promptly erase copies of all Metropolitan intellectual property from Consultant's computers.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for Metropolitan, or that Metropolitan has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles

applicable to the work. Among other things, and without waiver of Metropolitan's other rights or remedies, Metropolitan may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to Metropolitan Premises

[INCLUDE THE FOLLOWING FOR ESCORTED ACCESS (DELIVERIES, ONE-TIME REPAIRS, SHORT-DURATION ONSITE WORK)]

a. Consultant shall notify Metropolitan at least 24 hours in advance of its intended locations and durations of work on Metropolitan's premises. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Consultant's request, however, Metropolitan's operations and other conflicts may require rescheduling all or part of Consultant's work.

b. Upon Metropolitan's notice, Consultant shall discharge from Metropolitan's premises any Consultant or subconsultant employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

[OR, INCLUDE THE FOLLOWING FOR NON- ESCORTED ACCESS (TEMPS, CONSULTANTS PERFORMING EXTENDED ONSITE WORK)]

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its subconsultants to work without escort on Metropolitan's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to Metropolitan's satisfaction that the individual does not pose a security risk; and have been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its subconsultants who drive or operate machinery requiring specialized permits or licenses on Metropolitan's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon Metropolitan's request, provide copies of all such records.

b. For each person scheduled for work on Metropolitan's premises, Consultant shall submit to Metropolitan the name and written verification of the above requirements at least 10 work days prior to the first proposed work start date on Metropolitan's premises. Metropolitan shall provide Consultant, and Consultant shall provide to its and its subconsultants' employees an identification (ID) badge on or prior to the proposed start date. Consultant and subconsultant personnel shall wear the ID badge as directed by Metropolitan at all times when on Metropolitan's premises.

c. Upon Metropolitan's notice, Consultant shall discharge from Metropolitan's premises any Consultant or subconsultant employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

19. Indemnity

Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

Consultant shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or subconsultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

20. Insurance

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Consultant shall sustain proof of insurance coverage in an updated form during the term of this Agreement. Failure to provide the updated insurance form annually may result in the withholding of Consultant's invoice payment. Consultant shall forward the ACORD form, attached hereto as (Exhibit ____) and incorporated by reference, as follows:

Metropolitan Water District of Southern California
P.O. Box 54153
Los Angeles, CA 90054
Attention: Professional Services Contracting Team/Union Station
Agreement No. _____

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability."

b. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. **General Liability:** Including operations, products and completed operations as applicable, \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability or Errors and Omissions Liability:** \$1,000,000 per occurrence, with a \$2 million aggregate.

c. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Metropolitan, its officers officials, employees, agents and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Verification of Coverage: Consultant shall furnish Metropolitan with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage, and coverage binders required by these specifications at any time.

e. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

f. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. Metropolitan its officers, officials, employees and agents are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects Metropolitan, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

g. Other Endorsements and Insurance Provisions

1. All rights of subrogation under the property insurance policy (if any) have been waived against Metropolitan.

2. The workers' compensation insurer, agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Consultant) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

3. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverages are written on a claims-made form:

a. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

d. A copy of the claims reporting requirements must be submitted to Metropolitan for review.

21. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit Consultant’s invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, Consultant shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits

22. Nondiscrimination Practices

a. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color,

disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

b. Consultant shall, in solicitations for advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to the protected categories listed above.

c. Consultant shall permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with this Article.

d. Consultant shall include the provisions of a through c above in every subconsultant agreement so that such provisions will be binding upon each subconsultant.

23. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's

interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified that Sections 7130 and 7131 Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations.. Consultant agrees not to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

24. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator.

25. Use of Metropolitan's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which Metropolitan's name is used, or its identity implied without the Agreement Administrator's prior written approval.

26. Termination

Metropolitan may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date.

Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

[INCLUDE THE FOLLOWING PARAGRAPH FOR ROUTINE SERVICES CONTRACTS OF \$250,000 OR MORE (CONTRACTS AUTHORIZED BY MWD ADMINISTRATIVE CODE § 8122 G)]

If the term of this Agreement extends into fiscal years subsequent to that in which it first becomes effective, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by Metropolitan's Board of Directors. If funds to effect such continuation of payment are not approved and appropriated, Consultant agrees to terminate any services supplied to Metropolitan under this Agreement, take back any affected goods furnished under this Agreement, and relieve Metropolitan of any further obligation thereunder.

27. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

Metropolitan Water District
Of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: Agreement Admin.'s

Consultant's name
Address
Address
Attention: Mr./Ms. Name

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

28. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

30. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

31. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

32. Joint Drafting

Both parties have participated in the drafting of this Agreement.

/

/

Signature Page

[NOTE: WHEN CONSULTANT IS A CORPORATION USE THIS SIGNATURE BLOCK.]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

NAME ALL CAPS

Jeffrey Kightlinger
General Manager

By _____

print name

By _____
Name of Group Manager
Title of Group Manager

Title _____

Date _____

Date _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

APPROVED AS TO FORM:

Karen L. Tachiki
General Counsel

By _____

print name

By _____
Deputy General Counsel

Title _____

Date _____

Date _____

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistant Treasurer.)

Federal ID No. _____

(Analyst Initials - agr# - date)
In duplicate
Attachments

TASK ORDER

Task Order No.: _____ Agreement No.: _____

Consultant: _____

Task Description:

Deliverable Items:

Period of Performance: From: ____/____/____ To: ____/____/____

Not-to-exceed dollars: \$_____

Required staffing/shifts:

Consultant Representative: _____ Date: _____

Approved: _____ Date: _____
Metropolitan Representative

RFQ No: 846 Consultant Name: _____

**Fully
Burdened
Rate ²**

[illegible]

SAMPLE		SAMPLE		SAMPLE		SAMPLE	
Jane Doe	Project Manager	\$50.50	145%	\$123.73	6%	\$131.15	

¹ Indirect Rate should be expressed as a percentage. Consequently, multipliers should be converted to an equivalent percentage.

² The Fully Burdened Rate should be calculated as follows:

$$\text{Unburdened Hourly Rate} + (\text{Unburdened Hourly Rate} \times \text{Indirect Cost Percentage}) = \text{Subtotal}$$

$$\text{Subtotal} + (\text{Subtotal} \times \text{Profit Percentage}) = \text{Fully Burdened Rate}$$

Potential Conflicts of Interests:

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

All respondents and proposed subconsultants must respond to each of the following questions. For responses answered "yes," the supporting questions must also be answered completely and accurately in full detail. Attach additional sheets as needed. Failure to provide complete responses and fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. Do you or does anyone associated with your company or with your affiliates for the proposed work have any of the following financial relationships with any current Metropolitan employee or Board member?

Owner	[Yes]	[No]
Member	[Yes]	[No]
Partner	[Yes]	[No]
Officer	[Yes]	[No]
Employee	[Yes]	[No]
Contractor; Consultant	[Yes]	[No]
Broker	[Yes]	[No]
Stockholder:	[Yes]	[No]

If "Yes" to any of the above, please provide the following additional information:

- Name of Metropolitan employee or Board member: _____
- Length of relationship with your company or affiliate: _____
- Percent ownership in your company or affiliate's stock (or state "less than 3%" if applicable): _____
- Did this individual participate in formulating your submittal? [Yes] [No]
- Describe this relationship: _____

2. Are you, or is anyone associated with your company or with your affiliates for the proposed work a relative of any current Metropolitan employee or Board member? For purposes of this

question, “relative” includes a spouse or domestic partner, child, parent, parent-in-law, child-in-law, grandparent, grandchild, sibling, stepbrother or stepsister, stepparent or stepchild.

[Yes] [No]

If “Yes” please provide the following additional information:

- Name of Metropolitan employee or Board member: _____
- Name of relative and description of this relationship: _____

Or, you may decline to provide this information by agreeing to the following statement:

I have a relationship of the kind noted above and agree to disclose the nature of this relationship in confidence with the person that will decide whether this relationship represents a conflict. [I agree]

3. Is a Metropolitan employee or Board member seeking or being considered for employment by your company or by your affiliates for the proposed work?

[Yes] [No]

4. In the preceding twelve months, have you or anyone associated with your company or with your affiliates for the proposed work made, arranged, or delivered any gifts (including entertainment), donations, campaign contributions, or anything else of value to any Metropolitan employee or Board member?

[Yes] [No]

If “Yes,” please provide the following additional information:

- Name of Metropolitan employee or Board Member: _____
- Value and description of the gift, donation, or contribution: _____

5. Have you or anyone associated with your company or with your affiliates for the proposed work ever been employed by Metropolitan or served on Metropolitan’s Board?

[Yes] [No]

If “Yes,” please provide the following additional information

- Name of former Metropolitan employee or Board member: _____

- Title/position within your company: _____
- Provide dates and describe details of former position with Metropolitan: _____

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

Name (type or print)

Signature

Title

Date