

## **Request for Proposals Water & Wastewater Facility Energy Evaluation**

### **INVITATION**

The Heber Public Utility District is requesting proposals from qualified energy consultants to provide professional services for the preparation of an Energy Evaluation that will provide recommendations to reduce the energy cost and usage at its water and wastewater treatment plants and pump stations. Proposals should include provision for evaluation of suitability of existing process systems and potential modifications or alternatives to equipment and operational modifications within the existing process.

### **INTRODUCTION & BACKGROUND**

Heber is a small rural community located within an unincorporated area of Imperial County with an estimated total population of 7,898 people. The Heber Public Utility District (HPUD) is the purveyor of domestic water and wastewater services for the community of Heber, covering an area of approximately 8.7 square miles. The Water Treatment Plant was recently constructed in 2017 with a capacity of 4.0 million gallons per day (MGD). The sewer treatment plant has a current design and permitted capacity of 1.2 MGD. The average daily flow received at the Heber Public Utility District Wastewater Plant in 2016 and 2017 was approximately 0.46 million gallons per day with peak flows no greater than 0.61 million gallons per day.

HPUD received a grant through the Clean Water State Revolving Fund to complete an energy audit of its water and wastewater facilities. The facilities currently have various critical processes and pumping systems within the wastewater treatment plant facility and water distribution system that are major consumers of electrical energy, which need to be identified. The pumping system used may not be the most efficient, or even the number of pumps that are currently in use. Energy is used just by the process of pumping water, which is seen in both the water and wastewater treatment facility. The treatment for TTHM is also a major concern in the treatment of potable water as it is a major source of energy consumption.

### **QUALIFICATIONS**

The Energy Consultant will have the following minimum qualifications:

1. The consultant must have performed at least 2 water/wastewater facility energy and process evaluations. Provide a list of these facilities along with a list of the energy projects identified and the calculated savings.
2. The Consultant must possess or have access to field testing equipment to perform power, flow and pressure measurements
3. Consultant shall have at least 5 years experience with water/wastewater process systems
4. The Consultant must have experience in obtaining funding for energy projects from utility programs, government programs or other funding sources.
5. The Consultant must provide other energy related qualifications and experience and a minimum of two references for energy evaluation work.

## **SCOPE OF WORK**

### **A. Site Visits/Data Collection**

To properly evaluate all facility process and HVAC systems, the Consultant is expected to perform a detailed review of facility equipment and systems with staff, collect energy usage and equipment data, and develop cost savings recommendations. At a minimum, the site visit(s) will include the following:

- Detailed facility review with plant operator.
- Collection of equipment nameplate data.
- Performing equipment efficiency tests on large equipment. This may include pressure, flow and electrical measurements (plant electrician will be available to assist).
- Installation of data loggers on selected equipment as needed to develop equipment use profiles.

HPUD will provide the following information for the Consultant to review:

- 12 months of facility operating reports
- 12 months energy bills (electric, natural gas and fuel oil).

### **B. Energy Analysis and Report Development**

The energy analysis is expected to include the following tasks:

#### **A. Review Energy Use and Rates**

- Energy billing evaluation of facility energy use (electric, oil, natural gas) Rate structure evaluation
- Alternative energy generation procurement options Evaluation of demand response programs

#### **B. Energy Balance**

- To determine how energy is used within the facility, the Consultant is expected to develop an energy balance of the facility. This will include the following tasks:
- Develop inventory of all energy use equipment grouped by process
- Use a portable power meter, data loggers and available SCADA data to verify energy use and hours of major equipment.
- Comparison of energy balance with annual energy bills to verify data.
- Develop fuel oil/natural gas energy balance to benchmark facility process systems. Use the EPA Portfolio Manager Tool to benchmark facility efficiency, if applicable.

#### **C. Pump Systems Evaluations**

Since pumping equipment is significant energy user at water/wastewater facilities, pump equipment testing performed by the Consultant will include the following:

- Collect field data for each pump that includes flow, suction and discharge pressure and a power measurement (amperage and/or kW measurement) to determine pump operating point.
- Determine the system static head value to develop pump system curves.
- Compare existing pump system operation with the original design parameters. Compare existing efficiency with other pump manufacturers.
- Review pump efficiency improvements such as pump replacement or rebuilding.
- Evaluate the potential savings of installing variable frequency drives and premium efficiency motors.
- Evaluate hydraulic and operational improvements that may improve efficiency. Pumping System Assessment Tool (PSAT) may be used, if applicable.

### **C. Process Systems Evaluations**

Analysis shall include:

- Benchmarking each process system based on facility process flows and loads.
- Use of process models to evaluate potential energy saving improvements.
- Evaluation of potential alternatives to technologies currently in use at the facility for each process (for example improved DO monitoring, SCADA, substitution of fine or ultra fine bubble aeration, dewatering and solids management alternatives).

### **D. Cost/Benefit Analysis**

Proposed energy saving projects shall include:

- Conceptual cost estimate based on industry data and quotes from manufacturers.
- Detailed energy saving calculations that include baseline development from SCADA data, instantaneous electrical measurements, equipment performance curves and data loggers to determine how equipment energy use varies.
- Identification of utility incentives.

## **GENERAL INSTRUCTIONS AND PROVISIONS**

**1. Proposal Format Guidelines:** Interested entities, firms or contractors are to provide the Heber Public Utility District with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 10 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. The following Proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter:** Complete Appendix B, Forms and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Heber, California, and the office from which the project will be managed.
  
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the District, the work to be done, and the objectives to be accomplished. Refer to Attachment A, Scope of Work, of this RFP.
  
- **Company Experience and Capabilities:**
  - a. Identify the years of experience your firm and the principals who will be assigned to work with the District have in providing similar services for governmental agencies. Please indicate years of experience both on a firm and an individual basis.
  
  - b. Identify the number of issues for which your firm and the principals who will be assigned to work with the District in the past three (3) years. Please indicate numbers of issues both on a firm and an individual basis.
  
  - c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending public meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to District staff and members of the Board of Directors.
  
- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  
  2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work.
  
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
  
  4. Detailed description of specific tasks you will require from District staff. Explain what the respective roles of District staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.

- **Staffing:** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the District for approval before they begin work.

- **Qualifications:** The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

Please provide at least five references that received similar services from your firm. The District reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client name
- Project description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the District to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Cost Proposal:** All Proposers are required to use Attachment B, Cost Proposal to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 60 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Heber Public Utility District elected official, appointed official, District employee, or family member of any current Heber Public Utility District elected official, appointed official, or District employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the District will be required to execute a Professional Service Agreement with the District. A sample of the Agreement is enclosed as Appendix A, but may be modified to suit the specific services and needs of the District. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:

1. Vendor Application Form
2. Ex Parte Communications Certificate
3. Disqualifications Questionnaire
4. Company Profile & References
5. Staffing Plan
6. Cost Proposal

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the District.

- **Number of Proposals:** Submit one original, three (3) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received no later than 2:00 p.m. on August 7, 2020 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

Heber Public Utility District 1078 Dogwood Road, Suite 103  
P. O. Box H Heber, CA 92249

RE: RFP ENERGY EVALUATION SERVICES

**A. Inquiries:** Questions about this RFP must be directed in writing, via e-mail to: Laura Fischer, General Manager: [lfischer@heber.ca.gov](mailto:lfischer@heber.ca.gov)

The District reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the District's website: [www.heber.ca.gov](http://www.heber.ca.gov). Proposers should check this web page daily for new information. The District will endeavor to answer all written questions timely received no later than April 2, 2019. The District reserves the right not to answer all questions.

**B. Conditions for Proposal Acceptance:** This RFP does not commit the District to award a contract or to pay any costs incurred for any services. The District, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The District may waive any irregularity in any Proposal. All Proposals will become the property of the Heber Public Utility District. If any proprietary information is contained in the Proposal, it should be clearly identified.

**C. Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of District notification, unless otherwise specified in the solicitation:

**a. Insurance** - District requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the District for the issuance of a contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the sample contract.

**b. W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**D. Evaluation Criteria:** The District's evaluation and selection process will be based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub- criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

Company Experience and Capabilities	20%
Approach and Methodology	20%
Qualifications	20%
Cost Proposal	40%

**E. Evaluation of Proposals and Selection Process:** A selection committee, which includes HPUD General Manager, Finance Manager and Chief Operator will evaluate and score the applicants. The HPUD Board of Directors will make the final selection at their Regularly Schedule meeting on August 20, 2020. The Committee will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

**F. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The District may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the District reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

**G. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The District may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the District. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The District may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the District may elect to negotiate directly with one or more Proposers to obtain the best result for the District prior to making a recommendation or selection.

**H. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. In addition to conducting an oral interview, the District may, during this stage of the evaluation process, also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The District may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The District may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

**I. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the District.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the District and request to withdraw the Proposal. It shall be solely within the District's discretion as to whether withdrawal will be permitted.

**J. Responsibility of Proposers:** The District shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP; Submitting that Proposal to the District;
- Negotiating with the District any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**K. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP,

protest, or any other written communication between the District and Proposer, shall be available to the public.

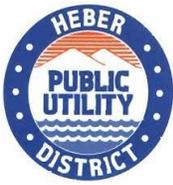
**L. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the HPUD Board members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the District, including any member of the evaluation panel, with the exception of the General Manager, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

**M. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

**N. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the District describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions.

The contract shall follow the sample form of Agreement provided as Appendix A to this RFP, which may be modified by District. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

**O. Standard Terms and Conditions:** The District reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Heber Public Utility District's website at [www.heber.ca.gov](http://www.heber.ca.gov). Proposers should check this web page daily for new information.



## ATTACHMENT A

# Request for Proposals Water & Wastewater Facility Energy Evaluation

### SCOPE OF WORK

#### **A. Site Visits/Data Collection**

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HPUD will provide the following information for the Consultant to review:

- 12 months of facility operating reports
- 12 months energy bills (electric, natural gas and fuel oil).

#### **B. Energy Analysis and Report Development**

The energy analysis is expected to include the following tasks:

##### **A. Review Energy Use and Rates**

- Energy billing evaluation of facility energy use (electric, oil, natural gas) Rate structure evaluation
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##### **B. Energy Balance**

- To determine how energy is used within the facility, the Consultant is expected to develop an energy balance of the facility. This will include the following tasks:
  - Develop inventory of all energy use equipment grouped by process
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- Comparison of energy balance with annual energy bills to verify data.
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### **C. Pump Systems Evaluations**

Since pumping equipment is significant energy user at water/wastewater facilities, pump equipment testing performed by the Consultant will include the following:

- Collect field data for each pump that includes flow, suction and discharge pressure and a power measurement (amperage and/or kW measurement) to determine pump operating point.
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Analysis shall include:

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### **D. Cost/Benefit Analysis**

Proposed energy saving projects shall include:

- Conceptual cost estimate based on industry data and quotes from manufacturers.
- Detailed energy saving calculations that include baseline development from SCADA data, instantaneous electrical measurements, equipment performance curves and data loggers to determine how equipment energy use varies.
- Identification of utility incentives.

**APPENDIX A**

**SAMPLE PROFESSIONAL SERVICE AGREEMENT**

**HEBER PUBLIC UTILITY DISTRICT PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this\_\_ day of \_\_, 20\_\_ (“Effective Date”), by and between the HEBER PUBLIC UTILITY DISTRICT, a Special District (“District”), and \_\_\_\_\_, (“Consultant”).

**W I T N E S S E T H :**

- A. WHEREAS, District proposes to utilize the services of Consultant as an independent contractor as grant writer and project manager, as more fully described herein; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, District and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of District has a financial interest in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

**1.1. Scope of Services.** Consultant shall provide the professional services described in the District’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to District’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

**1.2. Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Consultant’s performance of this Agreement.

**1.3. Performance to Satisfaction of District.** Consultant agrees to perform all the work to the

complete satisfaction of the District and within the hereinafter specified. Evaluations of the work will be done by the General Manager or his or her designee. If the quality of work is not satisfactory, District in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

**1.4. Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against District for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

**1.5. Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation.

**1.6. Non-Exclusive Agreement.** Consultant acknowledges that District may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

**1.7. Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of District. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

**1.8. Confidentiality.** Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of District. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by District. District shall grant such authorization if disclosure is required by law. All District data shall be returned to District upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

**2.1. Compensation.** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ .00).

**2.2. Additional Services.** Consultant shall not receive compensation for any services provided

outside the scope of services specified in the Consultant's Proposal unless the District or the General Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**2.3. Method of Billing.** Consultant may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to District's sole satisfaction. District shall pay Consultant's invoice within forty-five (45) days from the date District receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

**2.4. Records and Audits.** Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its General Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

**3.1. Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by District as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

**3.2. Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

**4.1. Term.** This Agreement shall commence on the Effective Date and continue for a period of Twenty-four months, ending on \_\_\_\_\_, 20\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

**4.2. Notice of Termination.** The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the District.

**4.3. Compensation.** In the event of termination, District shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining

the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Consultant.

**4.4. Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished research, grant applications, project design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Consultant, at no cost to District. Any use of uncompleted documents without specific written authorization from Consultant shall be at District's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

**5.1. Minimum Scope and Limits of Insurance.** Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

**5.2. Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Heber Public Utility District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with

respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Heber Public Utility District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Heber Public Utility District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**5.3. Certificates of Insurance.** Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

**5.4. Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

**6.1. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**6.2. Representatives.** The General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

**6.3. Project Managers.** The General Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with District during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by District.

**6.4. Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

IF TO DISTRICT:

Heber Public Utility District  
1078 Dogwood Road, Suite 103  
P. O. Box "H"  
Heber, CA 92249

Tel: (760) 482-2440  
Fax: (760) 353-9951

**6.5. Drug-free Workplace Policy.** Consultant shall provide a drug-free workplace.

**6.6. Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**6.7. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Imperial County, California.

**6.8. Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

**6.9. Indemnification and Hold Harmless.** Consultant agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the

Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Consultant's Proposal, which shall be of no force and effect.

**6.10. Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of District. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of District. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold District harmless from any failure of Consultant to comply with the applicable worker's compensation laws. District shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification arising under this paragraph.

**6.11. PERS Eligibility Indemnification.** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in PERS as an employee of District and entitlement to any contribution to be paid by District for employer contribution and/or employee contributions for PERS benefits.

**6.12. Cooperation.** In the event any claim or action is brought against District relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require.

**6.13. Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer drives or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Consultant shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

**6.14. Public Records Act Disclosure.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to

District may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*).

**6.15. Conflict of Interest.** Consultant and its officers, employees, associates and sub-consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090.

**6.16. Responsibility for Errors.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to District, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

**6.17. Prohibited Employment.** Consultant will not employ any regular employee of District while this Agreement is in effect.

**6.18. Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**6.19. No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of District and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**6.20. Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**6.21. Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

**6.22. Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**6.23. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s)

through good faith negotiations.

**6.24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**6.25. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

HEBER PUBLIC UTILITY DISTRICT  
A California Special District

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

CONSULTANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
Board Clerk, Heber Public Utility District

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
General Counsel

## **APPENDIX B FORMS**

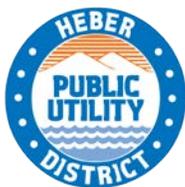
**Vendor Application Form**

**Ex Parte Communications Certification**

**Disqualification Questionnaire**

**Company Profile & References**

**Staffing Plan**



**VENDOR APPLICATION  
FORM FOR  
GRANT WRITING CONSULTING SERVICES**

TYPE OF APPLICANT:             NEW             CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION             FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION             LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL             SOLE PROPRIETORSHIP

PARTNERSHIP             UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board Member concerning **RFP GRANT WRITING CONSULTANT SERVICES** at any time after **March 8, 2019**.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## **DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: Company Legal Status (corporation, partnership, sole proprietor etc.): \_\_\_\_\_

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your firm a sole proprietorship doing business under a different name: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate sole proprietor's name and the name you are doing business under: \_\_\_\_\_

Is your firm incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number: \_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

## STAFFING PLAN

1. **Primary Staff to perform Agreement duties**

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>

2. **Alternate staff** (for use only if primary staff are not available)

<b>Name</b>	<b>Classification/Title</b>	<b>Years of Experience</b>

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the District.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to District approval. District reserves the right to have any of Contractor personnel removed from providing services to the District under this Agreement. District is not required to provide any reason for the request for removal of any Contractor personnel.

**ATTACHMENT A**  
**SCOPE OF WORK**  
**FOR**  
**GRANT WRITING CONSULTANT SERVICES**

The selected Proposer (hereinafter referred to as “Consultant”) will be responsible for providing the following prioritized services to the District:

1. *Statewide Park Program (SPP) Round 3* – Complete application for the California Statewide Park Program grant application on behalf of the District. The grant information can be found at [www.parks.ca.gov/spp](http://www.parks.ca.gov/spp). This grant was previously known as Proposition 84 the 2006 Bond Act. The application is due August 5, 2019 and the Consultant must work with the District staff to meet or exceed all of the competitive elements as outlined in the “Competitive Chart” located at [www.parks.ca.gov/SPP](http://www.parks.ca.gov/SPP).

2. *Funding Needs Analysis* – Work with District staff to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;

3. *Community Based Project Planning with Residents* – In addition to the areas defined above, community based project planning must be conducted to engage the community and residents in the project concept and design for the Statewide Park Program grant. Other areas may also be identified through the competitive process and throughout the duration of the contract.

4. *Grant Proposal Development* – Provide general grant proposal writing services associated with the completion of Statewide Park Program grant application and other grants that may be identified on behalf of the District, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the District.

5. *Grant Funding Research* – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the District’s funding needs and priorities (emphasizing grants which require no “matching” funds), including, but not limited to:

- a) Infrastructure development and maintenance
- b) Technology
- c) Parks development
- d) Recreation programs
- e) Energy efficiency and sustainability

6. *Monthly Reports* – The successful consultant shall submit monthly reports to the District summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

**ATTACHMENT B**

**COST PROPOSAL  
FOR  
GRANT WRITING CONSULTANT SERVICES**

Provide hourly rates, along with estimated pricing to develop and submit a completed application to the Statewide Park Program Grant Round 3 – 2019 in accordance with the District’s current requirements, as set forth in section Scope of Work, Attachment A. Provide hourly rates for grant funding research and grant development services for future projects on an hourly rate basis. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Imperial County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at [www.bls.gov](http://www.bls.gov).) All pricing adjustments must be approved by the District.

<b>Scope of Work Items 1-4 Relating to the Statewide Park Program Grant Application Round 3 - 2019</b>			
<b>Employee</b>	<b>Hourly Rate</b>	<b>Hours worked</b>	<b>Total Cost</b>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Estimated Price to Complete and Submit the Statewide Park Program Grant Application Round 3 – 2019</b>			

<b>Scope of Work Items 5-6 Relating to the Research and Development of Future Grants – Time and Materials Pricing.</b>			
<b>Employee</b>	<b>Hourly Rate</b>		<b>Total Cost</b>
	\$		\$
	\$		\$