



REQUEST FOR PROPOSAL

No. RFP-JV-26-001

FOR PROVISION OF

Project Controls Services
Via Master Services Contract

Proposal Closing Date: *April 7th, 2026, by 3:00pm*
Submit to: Jordan Villalobos, Contracts Administrator I
Via: PlanetBids on-line electronic submission

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SECTION 1 - SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency (hereafter "IEUA" or Agency") invites submittal of electronic proposals for provision of on-call Project Controls services to be provided on an "as-needed" basis under the terms to be established by a three-year (approximately from June 2026 – June 2029), fixed-price for the first year and subject to annual adjustment based on Consumer Price Index, as-needed, master services contract with four one-year options to extend the Term.

The goal of this process is to award multiple master contracts to Consultants willing to provide the requested services on an on-call basis and by issuance of project-specific task orders or on-call services for work that falls within the contract term. The awarded master contracts will be an on-call and/or task-order based contract. The firms selected for receipt of master contracts may subsequently and exclusively be bidding against each other on selected individual task-order statements of work.

- B. **SUBMITTAL LOCATION – CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are as listed below. Proposals received after the "closing" date and time indicated will not be accepted. Electronic Proposals will be accepted via PlanetBids ONLY.-

Submittal Closing: April 7, 2026
Location: PlanetBids (electronic only)

- C. **PROPOSAL SUBMITTAL:** Submittals shall be submitted electronically through PlanetBids ONLY. No hard copy submittals will be accepted.
- D. **INQUIRIES:** Inquiries regarding this solicitation shall be submitted on PlanetBids. The cut-off date for submitting questions is ***March 26, 2026***. Questions will be answered and uploaded to PlanetBids as an Addendum to all registered participants. IEUA reserves the right to only respond to questions it deems necessary.

NOTE: IT IS THE OFFEROR'S RESPONSIBILITY TO EXAMINE THIS "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

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SECTION 2 – GENERAL INFORMATION

- A. **AGENCY DESCRIPTION:** The Agency is a regional wastewater treatment agency that provides sewage treatment to the southwest end of San Bernardino County. Additionally, the Agency serves as a supplemental source of potable water and reclaimed water to the same geographic area. The Agency was incorporated in June 1950, under the Municipal Water District Act of 1911, as a municipal corporation. The Agency's service area encompasses approximately 242 square miles, including the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, and Upland. Also included are miscellaneous unincorporated areas of western San Bernardino County, including remnants of the San Bernardino Agricultural Preserve, a large industrial corridor between the Cities of Fontana and Rancho Cucamonga, and the State of California's correctional facilities at the California Institute for Men and Women. Currently, the Agency provides wastewater collection and treatment service and recycled water distribution to seven customers.

The Agency currently owns and operates five wastewater reclamation treatment plants. These plants include Regional Water Recycling Plant No. 1 (RP-1), located in the City of Ontario; Regional Water Recycling Plant No. 2 (RP-2), located in the City of Chino; Regional Water Recycling Plant No. 4 (RP-4), located in the City of Rancho Cucamonga; Carbon Canyon Water Reclamation Facility (CCWRF), which is also located in the City of Chino; and Regional Water Recycling Plant No. 5 (RP-5), which is also located in the City of Chino.

- B. **WAITING PERIOD:** All Offerors are alerted that a waiting period of up to ninety (90) days from the date of the Proposal opening may be required before an award is made. Offeror shall assume full responsibility for the effect of the waiting period on all Proposal prices and terms.
- C. **PROPOSAL PREPARATION COSTS:** The Agency is not, nor shall be, deemed liable for any costs incurred by the Offeror during the preparation, submittal, or presentation of their proposal.
- D. **PROPOSAL INCLUSIONS:** The Request for Proposals documents shall be returned in their entirety, with all applicable portions fully completed by the Consultant(See Section 4 - Required Forms). Each page shall be uniquely numbered and in sequential order. Specifically, each Offeror's Proposal shall include the following proposal requirements:
- a. Proposal
 - b. Proposed Rate/Fees Form
 - c. Proposal Signature Form
 - d. Exception Form(s)/Subconsultant/References Form
 - e. Workers' Compensation Certificate
 - f. Consultant Identification Form/ References Form
 - g. Non-Collusion Statement
 - h. Waiver/Release of Liability Form
 - i. Workers' Compensation Certificate
 - j. Certificate(s) of Insurance or Letter of Compliance (To be provided by Offerer's Insurance Carrier)
 - k. All Signed Addendums

SECTION 2 – GENERAL INFORMATION

- E. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Offeror may request the withdrawal of their submitted proposal by a written request at any time **prior** to the scheduled proposal due date and time. Upon receiving the written request to withdraw any proposal, the Agency will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of an Offeror's proposal will not prejudice Offeror's re-submittal for this or any future proposal(s). E-mailed Proposals will be sent back to the Contractor via e-mail. The Contractor shall take note that no guarantee will be made concerning opening e-mails prior to the closing date/time, given the informal format of this type of submittal.
- F. **MISTAKE IN PROPOSAL:** Any Offeror may withdraw their Proposal after the Proposal opening, subject to the time restrictions indicated, **only** if the Offeror can establish to IEUA's satisfaction, that a mistake was made in preparing the Proposal.
1. An Offeror declaring a mistake must provide a written notice to IEUA within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the Proposal materially different than as was intended.
 2. Withdrawal of the Proposal will **only** be permitted for mistakes made in the completion of the Proposal. An Offeror who claims a mistake shall be **PROHIBITED** from submitting further Proposals on the Project in which the mistake in Proposal was claimed. (*Public Contract Code 5105*).
- G. **PROPOSAL ACCEPTANCE:** IEUA reserves the right to **accept or reject** any or all Proposals, or waive any informality(s) in any Proposal, if such action is deemed to be in the best interest of IEUA. Additionally, be advised that if all valid Proposal prices received are found to exceed the budget appropriated for this project, IEUA may reject all Proposals.
- H. **INTERPRETATION OF DOCUMENTS:** During the Proposal solicitation period, should an Offeror find discrepancies or omissions in the specifications of the "Request for Proposals," or should the Offeror be in doubt as to their interpretation, the Offeror shall immediately notify the contact the Contract Administrator listed below. Should it be found necessary, an addendum will be posted on PlanetBids. **Any addenda issued prior to the scheduled Proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted Proposal.**
- Mr. Jordan Villalobos at jvillalobos@ieua.org
- I. **ACCEPTANCE AND PAYMENT:** Consultant shall invoice the Agency once-monthly with a properly-executed invoice. Invoice shall include the name of assigned personnel, the fully-burdened hourly billing rates, dates worked, a brief description of the work, project number, as well as the Contract Number 460000XXXX for payment.

SECTION 2 – GENERAL INFORMATION

Invoices covering the services for the month of June, must not include billing for any dates worked beyond June 30. Any invoice with dates beyond June 30, will be rejected, requiring revised billing dates and be resubmitted to the Agency

Properly-executed invoices will be approved by the Project Manager within thirty (30) days following the receipt of the invoice by IEUA. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Consultant's original invoice shall be submitted electronically to APGROUP@IEUA.ORG . ALL payments shall be made via ACH (Automated Clearing House).

- J. **INSURANCE:** The Consultant shall furnish IEUA with certificates of insurance and with original endorsements effective coverage required by IEUA for themselves and all subcontractors, prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by IEUA before work commences. IEUA reserves the right to require complete. Certified copies of all required insurance policies, at any time. The minimum scope of insurance required:

1. General Liability: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

For Workers' Compensation and Employers Liability Coverage, the insurer shall agree to waive all rights of subrogation against IEUA, its officers, officials, employees, volunteers, property owners or engineers under contract to IEUA for losses arising from work performed by the Entity for IEUA. Original Waiver of Subrogation endorsement must be furnished to IEUA.

SECTION 2 – GENERAL INFORMATION

4. Professional Liability: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- K. **RELEASE OF LIABILITY:** The selected Offeror shall execute a Release of Liability form, agrees and understands that the Consultant's personal property, if left at the Agency's work site, during the course of the Work, may be exposed to the risk of, but not limited to, theft, vandalism, fire damage, water damage, and wind damage; for which the Consultant agrees to assume any and all such risk, and consequences, as a result thereof. The Consultant shall be responsible for the completion of the Agency's Waiver/Release of Liability form (see Attachment D).
- L. **LIENS:** The Offeror shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Offeror on account of said Services to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.
- M. **FEDERAL, STATE, AND LOCAL LAWS:** The Offeror and all subconsultants shall comply with all federal, state, and local laws, rules, and regulations.
- N. **CONTRACT EXECUTION(S)/EXCEPTIONS:** The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. The Agency will issue, to the selected Consultant, a contract similar in form to the sample shown in Attachment B. The executed contract which will incorporate this RFP and the Offeror's Proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFP. An Exceptions Form is provided (see Attachment D).
- O. **PUBLIC RECORD:** Be advised that all information contained in Proposals submitted in response to this solicitation shall be subject to the California Public Records Act (Government Code Section 7920 et seq.), and information's use and disclosure are governed by this Act.

Those elements in each Proposal which the Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY," by the Offeror. The Agency will use its best efforts to inform the Offeror of any request for disclosure of any such document. The Agency, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information which the Offeror considers exempt from disclosure, the Agency will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the Agency is required to defend an action arising out of a Public Records Act request,

SECTION 2 – GENERAL INFORMATION

for any of the contents of an Offeror's Proposal marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," Offeror shall defend and indemnify Agency from any and all liability, damages, costs, and expense, including attorneys' fee, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, Offerors are instructed to enclose all "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," data in separate sealed envelopes, which are then included with Proposal documents. Because the Proposal documents are available for review by any person following the Proposal opening, and during the Proposal review period, and after an award of a contract resulting from a Request for Proposals, the Agency shall not in any way be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," documents that are not contained in labeled and sealed envelopes.

P. **REFERENCES:** Each Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for which similar work has been performed, within the last five (5) years. Include the reference names, contact person(s) telephone numbers, business physical address, and a brief description of the specific services provided (see Attachment D).

Q. **AWARD CRITERIA:** The criteria used in the rating process for selection of an Offeror to provide the required services is based on the criteria listed in Section 3.

NOTE: IEUA will make an award recommendation for Master contracts with an aggregate dollar amount of \$7,000,000 to multiple responsible and qualified consultants. However, the Agency has the right to award one or multiple contracts from this RFP, or may elect to not award in the best interest of the Agency.

R. **TERM OF CONTRACT:** Three (3) years with Four (4) one-year optional Term extensions

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SECTION 3 - SCOPE OF WORK

Part A – General

IEUA performs project controls on capital projects ranging from \$10,000 over \$100 million. The general scope of services in this master contract shall provide ongoing mentoring and support to IEUA staff in Critical Path Scheduling, Schedule Preparation and Monitoring, Logic and Sequence Definition; provide technical reviews; analysis of consultant's critical path baseline schedule and progress updates; prepare reports of findings and recommendations; cost loaded scheduling; development, and implementation of a standard operating plan (SOP) and training plan in collaboration with IEUA; litigation support services; updating standard documents; and provide site observation of consultant's work in progress vs. reported as requested by IEUA.

The Consultant services and responsibilities shall be in accordance with the following: All required work and services shall be documented and subject to the terms and conditions of the Contract. No services shall be provided by the Consultant prior to receiving a written Request for Services or executed Task Order from IEUA authorizing the Consultant to proceed with performing the respective work/services indicated in the written communication.

To assure that contemporaneous document control is maintained, IEUA may request that the consultant utilize CIPO or other IEUA approved document management software, all documents and records. To access CIPO, the Consultant will be required at their expense to have:

- A workstation supporting the latest version of a web browser.
- A broadband internet connection with sufficient bandwidth and quality to allow trouble-free browsing as well as data uploading and downloading.
- A workstation based, commercially available and proven anti-virus program.
- IEUA utilizes the following software to manage its Capital Projects:
 - o Microsoft Office Suite
 - o Oracle's Primavera P6 Software
 - o SAP Software
 - o Capital Improvement Program Office (CIPO)
 - o Blue Beam
 - o SharePoint

PART B – Scope of Services

The consultant will provide the required professional services from their own firm or from other firms functioning as subconsultants for various project control type functions using Oracle's Primavera P6 v22 Software or later version. The areas of expertise required and the anticipated nature of the work for the contract may include, but not be limited to the following:

SECTION 3 - SCOPE OF WORK

1. Project Management Services

Services to be provided may include administration, oversight, cost/budget control, trending analysis, and coordination necessary to support IEUA staff in the management of assigned projects.

2. Project Planning and Development Services

Services to be provided may include support related to developing overall project schedules, budgets, and Work Breakdown Structures (WBS). This may also include general administration tasks related to the projects planning and development. Prepare Project Work Breakdown Structures (WBS) for IEUA Capital Projects using Oracle's Primavera P6 Software.

3. Estimating

Services to be provided may include support related to performing cost estimating functions including preparing independent construction cost estimates, critical estimate reviews, project planning, project implementation, project monitoring and control, and/or construction change orders. The Consultant may provide analysis of existing cost estimates and make recommendations to IEUA staff as to feasibility, market conditions, construction economics, bid climate or escalation forecasts.

4. Contractor Schedule Review and Milestone Monitoring Services

Receive and review baseline schedules, updates, and revisions submitted by contractors. Assess schedules for compliance with contractual requirements, logical sequencing, and resource loading. Validate accuracy and reasonableness of milestone dates, including substantial completion, phased turnovers, and critical interface points. Provide written review comments and recommendations to the owner/project team. Track milestone progress against the approved baseline schedule. Identify potential risks to milestone achievement and recommend corrective actions. Provide monthly milestone status reports highlighting variances, recovery plans, and potential impacts to overall project delivery.

5. Scheduling

Services to be provided may be related to performing scheduling functions, including preparing critical path method schedules, creating scheduling templates, schedule reviews and updates, schedule variance reporting, create and update various schedule reports, cost and resource loading of schedules, and regular department-wide/program-wide schedule updates on a bi-weekly basis.

SECTION 3 - SCOPE OF WORK

6. Reporting

- a. The Consultant shall provide program-wide reporting and analytics support for the Agency's capital improvement program. Services shall include development, implementation, and ongoing maintenance of Power BI dashboards and other reporting tools to support executive, management, and project-level decision-making. The Consultant shall establish standardized reporting templates and data structures; integrate data from scheduling, cost control, document management, and other project systems; and ensure consistency, accuracy, and timeliness of program-wide reports. Responsibilities include creating and maintaining recurring program performance reports, KPI tracking dashboards, forecast and trend analyses, and ad hoc executive reports, as requested. The Consultant shall also develop reporting governance procedures and provide documentation and training to support long-term sustainability of reporting tools.

7. Document Management

Services to be provided may include work related to the records management of project or contract documentation, updating standard documents, and preparing standard operating procedures for department related functions.

8. Construction Related Services

Services to be provided may include a multitude of construction related services from cost and schedule control, risk analysis, response to request for information (RFI) and submittal schedule related processing. Cost control services may include tracking and distributing costs for construction, inspection and construction management services. May provide monthly updated final completion forecasts of costs and recommendations to the Project Manager concerning the budget changes needed. The Consultant may manage change order time impact analysis (TIA) and/or amendments by providing independent cost estimates and claims analysis technical input as needed. The Consultant may be responsible for reviewing, evaluating and commenting on the cost proposals, assisting with negotiations, and preparing for final change order/amendment.

9. Claims Litigation and Claims Analysis Services

Claims analysis services may include professional litigation support services, preparing reports of findings and recommendations related to Contractor claims and time impact analysis (TIA) used to determine the extent of the impact of potential delays in the construction process. This process may be the preferred way to promote negotiation and later

SECTION 3 - SCOPE OF WORK

agreements on delays, differing site conditions, contract ambiguity, price acceleration, damage and change of work claims.

10. Training and Continuous Improvement

Provide training and support to the IEUA project staff in the areas of scheduling, estimating, budget development, public contracting and Project Management. Support continuous improvement of business processes.

11. Information Systems

Services to be provided may include support related to collecting, creating, storing, processing and distributing information within the IEUA intranet or to IEUAs internal SharePoint site.

12. Evaluation Scoring

The following criteria will be used in the rating process for the proposals submitted; to determine the selection of the successful Offeror(s):

- Past record of performance in providing similar services (prior projects or engagements).
- Experience of personnel (individual or company history, years in business, licenses, certifications, other personnel qualifications).
- Specific approach providing requested services.
- References.
- Exceptions taken to the proposed contract terms.
- Fee Schedule

If determined appropriate, IEUA may choose to conduct interviews with the highest-ranked proposers. Should interviews occur, they will be evaluated and assigned a maximum of 100 points. The final award decision will be based on the combined scores from both the written proposals and the oral interviews.

Evaluation Criteria	Possible Points
1. Oral interviews	100
Oral interview points available	100

Evaluation Criteria	Possible Points
1. Written points available	100
2. Oral interviews	100
Total points available written and oral interviews	200

SECTION 3 - SCOPE OF WORK

PART C – Proposal Content

At a minimum, include the following items in the proposal and in the order listed:

Overall proposal content/format/presentation: The IEUA will evaluate the entirety of the submitted proposal based on the RFP requirements as well as for format, aesthetic appeal, readability, and grammatical accuracy.

1. **Executive summary letter:** Introducing yourself and the Consulting Firm.
2. **Company Overview & Qualifications:** Provide a general description of your company's qualifications, strengths, and experience in Southern California and abilities to meet Agency requests for project controls.
3. **Client Highlights and References:** Provide three separate client highlights that are no more than two pages long each. It shall demonstrate similar services within the past five (5) years. Services shall be similar type of work of this RFP. Each client's highlight shall contain a reference from the client; the contract information shall be current and accurate for the client
4. **Past Record of Performance:** The IEUA will evaluate the prime consultant about the firm's demonstrated experience performing activities similar to those items identified within this RFP under Part B Scope of Services, numbers 1-11 within the past five (5) years.

Examples shall include in each, at a minimum,:

- i. Description of the work the prime consultant was responsible for on the example;
 - ii. Applicable prime consultant staff who worked on the example;
 - iii. Start and end date of work;
 - iv. Total price of work performed;
 - v. Owner's contact name, email address, and phone numbers
5. **Experience of Personnel:** The IEUA will evaluate the qualification and experience of Key Personnel. The Proposal shall include resumes for each Key Personnel position listed below and any additional proposed Key Personnel. Key personnel may perform multiple roles, as qualified. Key personnel positions include, but are not limited to:
- a. Project Manager
 - b. Scheduling Expert
 - c. Cost Estimating Expert
 - d. Business Intelligence Expert
 - e. Data Visualization Developer/ Business Intelligence (BI) Developer
 - f. Analytics Developer

Resumes shall include the following information:

SECTION 3 - SCOPE OF WORK

- i. Name of person and title;
- ii. Current firm name;
- iii. Key Personnel position on this project team;
- iv. Employment history for last 10 years at a minimum;
- v. Education (institution, degree(s) earned, and year);
- vi. Professional registrations and licenses (type/state/year);
- vii. Relevant project experience and examples, including:
 - a. Project Name, owner, location, and date of the project;
 - b. Brief description of individual's role on the project and how it relates to the work to be performed.

6. Specific approach providing requested services:

- a. The IEUA will evaluate the proposed approach to performing Task 1-11 outlined in Scope of Services as follows
 - i. Team Organizational Structure – The IEUA will evaluate the composition and structure of the team for its effectiveness in implementing all components of the Scope of Services.
 - ii. The Proposal shall include a project organization chart and a narrative explaining how your team will support the IEUA.
 - iii. Technical Approach – The IEUA will evaluate the Consultant's approach to completing the Scope of Services on an as need basis over the duration of the contract.

7. Fee Schedule

- a. The Consultant shall provide a fully itemized proposed hourly fee schedule to perform services awarded under this solicitation. The fee schedule should indicate hourly rates for project staff and any reimbursable costs. Hourly fee rates and reimbursable costs shall be valid throughout the duration of the contract period. A lump sum fee schedule is not acceptable. The fee schedule shall follow a format like that of Attachment A.
- b. The annual percentage change in the Consumer Price Index (CPI) will be used as a measure of inflation. The CPI will be used to index (i.e., adjust for the effect of inflation) the real value of wages, salaries, pensions, for regulating prices and for deflating monetary magnitudes to show changes in real values, and may be adjusted annually.
- c. If a sub-Consultant is to be used, hourly fees for each sub-Consultant shall be listed separately for each technical category. The fees to be paid to sub-Consultants shall be shown separately and for each sub-Consultant and shall be identified by title and company.

PART D – Task Order Awards/On-Call Services

SECTION 3 - SCOPE OF WORK

The IEUA desires to issue Task Order/On-Call based master services contracts to the selected Consultant to govern provision of needed services which may arise. Services will be requested in a manner that provides the most flexibility and support to the IEUA.

1. Task order pricing and protocol: As the need for services arise, the firms that received master contracts in conjunction with this solicitation activity will be requested to submit specific Proposals (either on “time and materials” or “firm-fixed price” basis) covering the requirements of that task order. The rates utilized by the consultant within the formulation of task order Proposals shall be consistent with the rates established within consultant master services agreements. Task order award decision: Upon review of the submitted task order Proposals, the IEUA anticipates awarding a given task order based on factors other than only price, such as strongest PROPOSAL, expertise and in conjunction with the shortest lead time proposed for project completion.
2. On-call protocol: In some cases, on-call services may be requested by IEUA. The consultant shall be reimbursed for services on the hourly rates as shown in the proposal rate/fee schedule (Attachment A) to perform services awarded under this solicitation. The fee schedule should indicate hourly rates for project staff and any reimbursable costs. Hourly fee rates and reimbursable costs shall be valid throughout the duration of the contract.

PART E- Grant and Loan Information/Disadvantaged Business Enterprise Good Faith Efforts (DBE GFEs)

State and Federal grants and loans require adherence to specific regulatory obligations that must be included in all contracts associated with the performance of grant or loan-funded work. The Inland Empire Utilities Agency (IEUA) is responsible for ensuring these requirements are clearly outlined in every contract. Contractors and consultants are expected to cooperate fully with IEUA in fulfilling all relevant federal and state regulations that pertain to the scope of their contractual work. If a subcontractor or subconsultant is hired, the grant requirements language must be included in the subcontractor or subconsultant’s contract in its entirety. When a Task Order is issued for a project funded by a grant or loan, it must include the complete applicable grant and/or loan language. The specifics of this language will depend on the particular grant or loan and may involve provisions such as Davis-Bacon, Build America, Buy America (BABA), American Iron and Steel (AIS), 2 CFR Part 200 (Uniform Guidance), and regulations regarding Debarment and Suspension.

Disadvantaged Business Enterprise (DBE) Good Faith Efforts

All current state and federal grants and loans held by IEUA include requirements for Disadvantaged Business Enterprise Good Faith Efforts (DBE GFEs) or similar provisions. Consultants are required to carry out the DBE Six Good Faith Efforts as part of their contractual obligations. By performing these efforts, consultants will satisfy the current DBE GFE requirements for all grants and loans. It is important to note that DBE requirements may be updated periodically by the grantor or State Revolving Fund (SRF)

SECTION 3 - SCOPE OF WORK

lender, and any such revisions will be automatically incorporated into the contract. The proposing consultant must determine which scenario will be used to fulfill the DBE requirements as outlined below:

a. If the consultant will hire a subconsultant, IEUA's DBE GFE process must be performed during the RFP period and submitted with the proposal along with the names of the sub-consultants.

b. If the consultant opts to hire sub-consultants on an as needed basis after the task Order is received, IEUA's DBE GFE process must be performed each time a sub-consultant is hired.

1. Proof of advertising for 30 consecutive days and the required forms must be submitted at the time DBE is performed for review and approval by the IEUA Grants Department. Sub-consultant work must be itemized on the invoices.

c. If no subconsultants will be hired, the form 4500-4 (provided by IEUA) along with a justification letter is required and must describe why consultant is self-performing the work. Justification should include the following:

1. Explanation of the specific tasks the consultant will handle, justifying why the work cannot be broken down for smaller subcontractors or why no DBE opportunities exist for the project.
2. List expertise and capacity to perform the work in-house.

If this justification cannot be provided, DBE GFEs must be performed.

PART F – Attachments

The following attachments are included in this RFP:

1. Attachment "A" – Proposal Rate/Fee Schedule (with required signature page)
2. Attachment "B" – Sample Master Contract
3. Attachment "C" – Sample Task Order
4. Attachment "D" – Required Forms
 - a. Consultant Identification Form
 - b. References Form
 - c. Exception Form(s)
 - d. Non-Collusion Statement
 - e. Workers' Compensation Certificate
 - f. Waiver/Release of Liability Form
 - g. Certificate(s) of Insurance or Letter of Compliance (To be provided by Offeror's Insurance Carrier)

SECTION 4 – ATTACHMENTS

**ATTACHMENT A
PROPOSED RATE/FEES**

Offerors shall fully complete this Proposal Price Schedule and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the first year of the master contract and include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the related services. At the completion of each year of the contract, the Offeror may submit to IEUA for approval a revised rate sheet with any rate increases; however, no rate increase higher than the Consumer Price Index for the Los Angeles area will be allowed.

DESCRIPTION PROPOSED UNIT RATE

1. Principal-In-Charge	\$ _____
2. Project Manager	\$ _____
3. Scheduling Expert	\$ _____
4. Cost Estimating Expert	\$ _____
5. Business Intelligence Expert	\$ _____
6. Scheduling Expert (cost loaded scheduling)	\$ _____
7. Report Generation and Support Hourly	\$ _____
8. Power BI Generation and Support Hourly	\$ _____
9. Administrative Staff (Specify)	\$ _____
10. Document Update and Management Hourly (Specify)	\$ _____
11. Training Hourly Rate (Specify)	\$ _____
12. Other (Specify)	\$ _____
13. Other (Specify)	\$ _____
14. Other (Specify)	\$ _____
15. Subconsultant (Specify)	\$ _____
16. Subconsultant (Specify)	\$ _____

Please note any other fees which may be applicable to the services being provided

SECTION 4 – ATTACHMENTS

PROPOSAL SIGNATURE FORM

ALL COMPLETED RATE/FEE SCHEDULES MUST BE ACCOMPANIED BY THIS COMPLETED,SIGNED FORM

Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices (i.e. if Net 10, then 2% discount).

Early Payment Discount, if any to be considered as part of this

proposal): If Net _____, then _____%discount

PROPOSAL SIGNATURE: THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE AGENCY WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR TO THAT DISPLAYED UNDER ATTACHMENT B.

Offeror has thoroughly read this RFQ and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

Offeror's Signature

Company Name

Printed Name

Business License Number

Title

Date

SECTION 4 – ATTACHMENTS

**ATTACHMENT B
SAMPLE CONTRACT**



**SAMPLE MASTER SERVICES CONTRACT NUMBER: 460000XXXX
FOR PROVISION OF
XXXXXXXXXXXXXXXXXX**

THIS CONTRACT (the “Contract”) is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as “IEUA” and “Agency”) and XXXXXXXXXXXXXXXX, with offices located in XXXXXXXXXXXXXXXX (hereinafter referred to as “Consultant”), in order to establish mutually acceptable terms and conditions which shall hold for and govern all “Task Order” releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Consultant to provide on-call environmental consulting services on an “as needed” Task Order assignment basis;

Whereas Consultant is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereby agree as follows:

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 1. Amendments to Task Order releases under this Master Services Contract.
 2. Task Order releases under this Master Services Contract.
 3. Amendments to this Master Services Contract.
 4. Master Services Contract Number 460000XXXX, General Terms and Conditions.
 5. Agency’s Request for Proposals Number RFP-JV-XX-0XX and all germane Addenda.
 6. Consultant’s Proposal dated XXXXXXXXXXXX.

SECTION 4 – ATTACHMENTS

2. SCOPE OF WORK AND SERVICES: Consultant shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the “Work”) as set for in each individual Task Order agreed to and released under this Master Services Contract (“Contract”), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Subject equipment shall be covered by a signed copy of Agency’s “Waiver / Release of Liability” form (reference RFP Forms Section). Further, Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract, or as directed by the cognizant Project Manager.

Ordering Provisions and Understandings:

Negotiation of Task Orders: At Agency’s request, Consultant shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Consultant each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a “time-and-materials” or “firm-fixed price” basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order’s price shall be consistent with those specified within Consultant’s Schedule of Fees and Rates attached as **Exhibit B** to this Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of this Contract.

Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A – Sample Task Order**.

3. TERM: The term of this Contract shall extend from the date of the contract’s award by Agency’s Board of Directors, and subsequent full execution, and terminate on XXXXXX, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract Term at Consultant’s prevailing Schedule of Rates.
4. SCHEDULE: Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. INVOICING AND PAYMENT: Consultant’s invoices shall be based on Consultant’s not-to-exceed price bid for each specified Task Order. Any subsequent field change orders shall have Consultant’s bid approved in advance by Agency’s cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

SECTION 4 – ATTACHMENTS

Consultant shall invoice the Agency once-monthly with a properly-executed invoice. Invoice shall include the name of assigned personnel, the fully-burdened hourly billing rates, dates worked, a brief description of the work, project number, as well as the Contract Number 460000XXXX for payment.

Invoices covering the services for the month of June, must not include billing for any dates worked beyond June 30. Any invoice with dates beyond June 30, will be rejected, requiring revised billing dates and be resubmitted to the Agency

Properly-executed invoices will be approved by the Project Manager within thirty (30) days following the receipt of the invoice by IEUA. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Consultant's original invoice shall be submitted electronically to APGROUP@IEUA.ORG. ALL payments shall be made via ACH (Automated Clearing House).

6. COMPENSATION AND CHANGES: For the term of this Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Consultant's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first year of this Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule.
- 6.1 PRICE ADJUSTMENTS: Pricing shall remain firm for the initial year. Thereafter, price adjustments may be considered annually, not to exceed the lesser of the current CPI/PPI (Riverside) percentage or 5%, subject to the approval of the Project Manager.
7. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Task Order-specified Work Schedule. If performance of the Work falls behind schedule, Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule for consideration by the Project Manager.
8. FITNESS FOR DUTY:
 - A. Fitness: Consultant's personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job;

SECTION 4 – ATTACHMENTS

2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 4. Compliance: Consultant shall advise all subconsultant and subcontractor personnel and associated third parties of the requirements of this Contract Section (“Fitness for Duty Requirements”) before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its subconsultants and subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
9. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required claim limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Professional Liability: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers;

SECTION 4 – ATTACHMENTS

or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. 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.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

SECTION 4 – ATTACHMENTS

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District
Email insurance@ieua.org

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein and is not an employee of Agency.
- C. Observing Laws and Ordinances: Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Consultant or its employees.

SECTION 4 – ATTACHMENTS

- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant-Funded Projects: Consultant shall be responsible to comply with all grant and/or California State Revolving Funding (SRF) requirements related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If the Task Order is a Federally-funded project, the Contract Task Order shall have separate, additional Federally-compliant Agency-specific reporting accountability and flow-down requirements on the conditional use of funds.
- Consultant shall inquire for each Task Order issued if work is grant-funded, and shall request to be furnished any special language germane to the cognizant Project Manager's Task Order Request for Proposals.
- F. No Guarantee of Work: Consultant understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Consultant shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct.

In addition to the above, Consultant will indemnify, defend, and hold Agency, its directors, employees, agents, and assigns harmless from all liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (an "Indemnified Loss") as a result of the acts, errors or omissions, whether intentional, negligent or otherwise, of Consultant, its employees, and its consultants that result in claims against the Agency by Consultant's employees, consultants, and/or contractors for employment-related claims including but not limited to claims for wages, benefits, insurances, employee misconduct, workplace hostile environment, wrongful termination, discrimination or retaliation. Consultant will not be obligated to indemnify, defend, or hold harmless Agency for any liabilities, losses, damages, claims,

SECTION 4 – ATTACHMENTS

penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (a "Non-Indemnified Loss") as a result of claims made by Consultant's employees, consultants, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Consultant receives a direction which Consultant feels is outside the Task Order's Scope of Work, Consultant shall immediately notify Agency's Project Manager and obtain written direction. The Consultant shall receive no extra compensation for extra work unless Agency receives timely notification of Consultant's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Consultant's agreed upon scope, Consultant must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for additional compensation within the fourteen (14) calendar days, Consultant shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Consultant's sole cost.
- L. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between

SECTION 4 – ATTACHMENTS

the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

The Consultant's liability with respect to any claims arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Consultant shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Consultant shall comply, pursuant to Agency Project Manager instructions. If Consultant is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project Manager shall submit Consultant's written protests to the General Manager, together with a copy of Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Consultant to be appointed as Mediator. Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Mediator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Consultant a list

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of five names of persons acceptable to Agency for appointment as Mediator. Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Consultant in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Consultant.

- N. Prevailing Wages: The work associated with this Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Consultant shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations, for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under this Contract, should the work be designated as Public Works or a Public Project (CAL PCC Section 22002.) In accordance with the Labor Code, Agency has on file a schedule of prevailing wage rates for the types of work covered by this Contract.

Consultant, or any subConsultant performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or local laws related to labor.

- O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Contract or any subsequent Task Orders.
11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Consultant shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Consultant.

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Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Consultant at no additional cost to Agency. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 7920 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

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- C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.
14. PROPRIETARY RIGHTS:
- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
15. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant:

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. Consultant shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Consultant as to those matters contained herein. No prior oral or written understanding

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shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Consultant.

- 20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to this Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to this Contract.
- 21. **TERMINATION FOR CONVENIENCE:** Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Consultant. In the event of such termination, Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 22. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.
- 23. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Consultant.
- 24. **AGENCY-PROVIDED INFORMATION AND SERVICES:** The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant’s services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant’s services hereunder, all subject to Agency’s prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant’s services under this Agreement.
- 25. **THIRD PARTIES:** The services to be performed by Consultant are intended solely for the benefit of the Agency. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant’s performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Consultant’s services hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)

XXXXXXXXXXXXXXXXXXXX:

[Signatory]
General Manager

(Date)

[Signatory]
[Title]

(Date)

SECTION 4 – ATTACHMENTS

ATTACHMENT C
SAMPLE TASK ORDER



Date: January 30, 2025

Task Order Number: 1

Consultant: XXXXXXXXXXXXX

Contract Number: 460000XXXX

Project / Task Description: XXXXXXXXXXXXX

I. RECITALS

This Task Order is issued for the procurement of services needed in support of the Inland Empire Utilities Agency (hereinafter interchangeably “IEUA” and “Agency”) Project Number XXXXX.

Agency and Consultant previously entered into Master Services Contract No. 460000XXXX. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

1. Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work as outlined in **Exhibit A**, which is attached hereto, referenced herein, and made a part hereof.
2. Period of Performance: The term of this Task Order shall extend from the date of the Notice to Proceed and shall terminate on completion of the Work as per the cognizant IEUA Project Manager, unless agreed to by both parties, reduced to writing, and amended to this Task Order.
3. Compensation: Authorized total payments to Consultant for performance of this time and materials (or firm-fixed price or Lump Sum) Task Order shall sum to a **not-to-exceed maximum total of \$XXXXX.00 (or)** ... shall sum to a firm fixed price of \$XXXXX as estimated in Consultant’s proposal, **Exhibit A**, attached hereto, reference herein, and made a part hereof, and as approved by SAP Purchase Requisition 100XXXXX. (NOTE: Labor rates are based on submitted rates included in the Master Contract.)
4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties:

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PROJECT MANAGER ASSIGNMENT: All technical direction related to this Task Order shall come from the designated Project Manager. Details of Agency's assignment are listed below:

Project Manager: Name
Address: 6075 Kimball Avenue, Building "B"
Chino, California 91708
Telephone: (909) 993-XXXX
Facsimile: (909) 993-1982
Email: [@ieua.org](mailto:ieua.org)

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Project Manager: Name
Address: XXXX Blank St.
City, State Zip Code
Telephone: (999) 999-9999
Email: XXXX@XXX.XXX

- 5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

**INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)**

XXXXXXXXX:

Warren T. Green
Manager of Contracts and Procurement

Name
Position

Date: _____

Date: _____

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EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in the Request for Proposals, submit the following form with your Proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

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OFFEROR IDENTIFICATION

1. Legal name of Offeror: _____

2. Street Address: _____

3. Mailing Address: _____

4. Business Telephone: _____

5. Facsimile Telephone: _____

6. Email Address: _____

7. Type of Business:

Sole Proprietor Partnership Corporation

Other: _____

If corporation, indicate State where incorporated: _____

8. Business License number issued by the City where the Offeror's principal place of business is located.

Number: _____ Issuing City: _____

9. Federal Tax Identification Number: _____

10. California Contractor's License Number: _____

11. California DIR (Registration) Number: _____

12. Offeror's Project Manager: _____

13. Project Manager's E-mail Address: _____

14. Project Manager's Cell Phone No.: _____

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REFERENCES AND SUBCONTRACTORS

Provide at least three (3) references for which you would like to be considered, where you or your firm provided similar services within the last five (5) years. (Please copy this form as many times as needed.)

 COMPANY CONTACT PERSON CITY PHONE NUMBER

TYPE OF SERVICES PROVIDED (Note: Please attach a "typical" invoice, for the services provided.)

SUBCONTRACTOR(S)

List any sub-Contractors who performed services, on your firm's behalf, at the referenced project described above.

 COMPANY CONTACT PERSON CITY PHONE NUMBER

DIR Registration Number (if applicable): _____

Business License Number: _____ City: _____

Insurer: _____

Brief description of their services: _____

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NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____, of _____ ("Offeror") the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly solicited any other Offeror to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal fee or the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal fee, or of that of any other Offeror, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her Proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Signature

Company Name

Printed Name

Business License Number

Title

Date

