REQUEST FOR PROPOSALS (RFP)
FOR
WATER QUALITY CONSUMER CONFIDENCE REPORT (WQCCCR) AND AUXILIARY SUPPORT SERVICES
RFP NO.: 17-131

CITY OF SANTA ANA
PUBLIC WORKS AGENCY
215 S. Center Street
Santa Ana, CA 92703

Cesar Barrera, P.E.
Project Manager
(714) 647-3387 Office
CBarrera@santa-ana.org

Approved for Release:

Fred Mousavipour
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date: Tuesday, January 16, 2018
Letter of Intent: Tuesday, January 30, 2018
Deadline for Requests for Information: Tuesday, February 6, 2018
Pre-Proposal Meeting (optional): There is no scheduled meeting
Proposal Due Date: Tuesday, February 20, 2018 at 3:00 p.m.
Presentation/Interviews (optional): To be determined
Projected Award Date: Tuesday, March 20, 2018
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to prepare the annual Water Quality Consumer Confident Report (CCR) and provide auxiliary support services to the Water Resources Division.

Responses to this Request for Proposals (RFP) will be accepted until Tuesday, February 20, 2018, at 3:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

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"SEAL PROPOSAL FOR
RFP NO. 17-131
WATER QUALITY CONSUMER CONFIDENCE REPORT (WQCCR) AND AUXILIARY SUPPORT SERVICES
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL."

City of Santa Ana
Attn.: Cesar Barrera
Public Works Agency;
City Corporation Yard
215 S. Center Street
Santa Ana, CA 92703
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Proposals shall be mailed, hand delivered, or sent by courier service. Proposals shall NOT be sent via telegraphic, electronic or facsimile.

All notifications, updates and addenda will be posted on the City’s RFP Bid page at [www.santa-ana.org/bids-rfps](http://www.santa-ana.org/bids-rfps). Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.
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I. GENERAL

Nature of Work:

The City of Santa Ana is seeking a Consultant to prepare a comprehensive Water Quality Confidence Report (WQCCR). In addition, the Consultant will provide auxiliary services such as public relations and marketing services to the Water Resources Division in order to increase the level and quality of effective communication to the public. A detailed Scope of Work is included in ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

Number of Proposals and Signature:

The submittal shall include five (5) hard copies and one (1) digital file on a labeled USB Flash Drive (or equivalent). One of the hard copies shall be marked as “ORIGINAL” and shall be signed by a company official with the power to bind the company and submitted to the City of Santa Ana. One (1) copy of your Fee Proposal shall be submitted.

Proposal Evaluation and Rating:

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Firm/Team Experience 15%
- Understanding of Need 35%
- Relevant Project Experience 20%
- References 5%
- Fee 25%

The City has established a proposal review committee to evaluate proposers based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

Project Funding:

Project is funded with Water Enterprise funds. Special conditions may apply. Refer to ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

Term of Contract Agreement:

The City desires to enter into a contract with the highest rated firm for an initial 3-year term with a City option for one (1), 2-year renewal. This term is outlined in the Standard Consultant Agreement, as contained in ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP.

II. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:
A. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required in this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City’s objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT

The City and the selected Proposer will enter into an Agreement similar to that as shown in ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the City deems most appropriate.

C. PROPOSAL VALIDITY

Services, pricing and warranties indicated in a respondent’s Proposal must be valid for a period of 120 days after the submission of the Proposal.

D. PRE-CONTRACTUAL EXPENSES

Santa Ana shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of its proposal.

E. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

III. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibility for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard
to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer’s financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made in writing via e-mail to the Project Manager (contact information as noted on the cover page to this RFP) by or before the “Deadline for Requests for Information” date noted on the cover page of this RFP. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated below in SUB-SECTION D “ADDENDA”.

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City’s website, www.santa-ana.org/bids-rfps.

E. LICENSES & PERMITS

The selected Proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City Project Manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of notice of award.

G. PAYMENT INFORMATION PACKET

The selected Proposer shall return a completed payment information packet within ten (10) business days after the successful Proposer has received notice that the agreement has been awarded. The packet is available on the City’s website: www.santa-ana.org/bids-rfps.

H. PRE-PROPOSAL MEETING

A pre-proposal meeting, if scheduled, will occur on the date, time and location identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer’s key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in SUB-SECTION D “ADDENDA”.

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Page 6
I. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful Proposer and the City shall assume no liability of such subcontractors.

J. PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

IV. SUBMITTAL REQUIREMENTS

A. GENERAL

1. NUMBER OF COPIES AND SIGNATURE

Refer to SECTION I “GENERAL” above.

2. DEADLINE

Proposals are due to the City of Santa Ana, at the date, time, and location set forth above in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

A responsive proposal shall contain the following documentation:

1. STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall be limited to a MAXIMUM of (20) DOUBLE-SIDED PAGES (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17”. The Statement of Qualifications includes the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity.
b. **Agreement Statement**  
Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement attached as ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP.

c. **Firm and Team Experience**  
Proposal shall include a profile of the firm's experience. Include resumes of project team/sub-contractors that outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm.

d. **Understanding of Need**  
Proposal shall include an outline which demonstrates the firm's understanding of the scope of work. This outline should include anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the City should be made aware of.

e. **Relevant Project Experience**  
Proposal shall include a list of relevant projects which your firm or personnel have completed within the last five (5) years, including significant work with public agencies. Project information should include project description, year completed, client name, along with a person to contact and their telephone number.

f. **Schedule**  
Proposal shall include a detailed scheduled based on the Scope of Services explained below in SUB-SECTION IV.B.2. "SCOPE OF SERVICES & SCHEDULE" with a written statement which provides information on current workload and how this project would be accommodated.

g. **References**  
Proposal shall include references for three public entities for which Proposer has performed similar work within the past five (5) years.

h. **Fee**  
Fees may or may not be included as part of evaluation criteria. Refer to SECTION I "GENERAL" above and SUB-SECTION IV.B.3 "FEE PROPOSAL" below. (this item not part of page limit)
2. SCOPE OF SERVICES & SCHEDULE

Proposal shall include a Scope of Services which details the work phases to be completed, the tasks to be accomplished and the deliverables to be provided. Scope of Services shall be incorporated into the schedule as described in SUB-SECTION IV.B.1.F “SCHEDULE” to complete the project based upon the requested Scope of Work, detailed in ATTACHMENT 1: SCOPE OF WORK in the Appendix of this RFP.

3. FEE PROPOSAL

Proposer’s fee proposal shall be submitted concurrently with the technical proposal, but in a separately sealed envelope, clearly labeled as “Fee Proposal.” This shall include the firm’s Standard Hourly Fee Schedule, and/or a Project Fee Schedule where applicable and as outlined in the Scope of Work.

Where fees are NOT included as part of evaluation criteria, the fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

Where fees ARE included as part of the evaluation criteria, the fee proposal will be opened and reviewed concurrently with the proposal, and weighted per the percentage identified in SECTION I “GENERAL” above.

4. CERTIFICATIONS

The following forms, included in ATTACHMENT 3: CERTIFICATIONS in the Appendix of this RFP, shall be signed and included as part of the proposal submittal package:

- Non-Collusion Affidavit
- Non-Lobbying Certification
- Non-Discrimination Certification

V. PROPOSAL REVIEW (CONSULTANT SELECTION)

A. EVALUATION AND RATING

Refer to SECTION I “GENERAL” above.

B. SELECTION

The committee may interview the top ranking proposers. The City will recommend award of the agreement to the proposers who will provide the best quality and value to the City. City reserves the right to begin negotiations and enter into an agreement without interview or further discussions.
VI. AWARD OF AGREEMENT

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee, the Executive Director will recommend award of an agreement to the proposer providing the best quality and value to the City.

B. EXECUTION OF AGREEMENT

A standard agreement is included as ATTACHMENT 2: STANDARD AGREEMENT in the Appendix of this RFP. “Proposer” will hereinafter be referred to as “Consultant” in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

VII. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting will be held after award of contract. Consultant and its team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation process.

B. NOTICE TO PROCEED

Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all insurance documents and contents of the Payment Information Packet have been received and approved.

VIII. PUBLIC RECORDS

All responses to the RFP shall become property of the City, and proposals will become public record after award of agreement. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
Appendix
ATTACHMENT 1: SCOPE OF WORK

I. INTRODUCTION AND BACKGROUND:

The City of Santa Ana is located in the County of Orange in Southern California and encompasses 27.5 square miles and has a population over 325,000 people. The City of Santa Ana Public Works Agency, Water Resources Division is soliciting proposals from qualified firms to prepare a comprehensive Water Quality Consumer Confidence Report (WQCCR) to their customers. In addition, the Consultant will provide auxiliary services such as public relations and marketing services to the Water Resources Division in order to increase the level and quality of effective communication to the public. The City will select one firm to provide these services.

II. DESCRIPTION OF WORK:

Public water providers are required under State regulations Title 22, Chapter 15, Article 20 and California Health & Safety Code §116470 to prepare an annual water quality Consumer Confidence Report (CCR) and provide it to their customers by July 1st of each year. The CCR summarizes information regarding the water quality of the City’s local and import water sources, detected contaminants, compliance with drinking water regulations (including monitoring requirements), and educational outreach information. The successful Consultant will need to review the State Water Resources Control Board Division of Drinking Water’s annual Preparing Your California Drinking Water Consumer Confidence Report Guidance for Water Suppliers for detailed guidelines.

The City of Santa Ana is soliciting proposals from a qualified consulting firm to prepare and deliver a comprehensive Water Quality Consumer Confidence Report and provide the following auxiliary support services described herein:

**Interactive and web based WQCCR – (Attachment 4: Additional Provisions, Fee Item #1)**

- Attend meetings with City Staff to coordinate the content and the format of the web-based WQCCR (Assume two (2), two-hour meetings);
- City will provide water quality data (imported, groundwater, etc.) to Consultant;
- Archive previous years Water Quality Consumer Confidence Reports;
- Prepare workflow procedure in developing Water Quality Consumer Confidence Report’s water quality tables and all constituents;
- Collect, prepare and edit and format 12 water related articles for the web-based WQCCR;
- Supply City-specific graphics, icons, symbols, photos and pictures to be used, for the development of the web-based WQCCR at its various sections such as the director’s message, water conservation, water quality, drought, WQCCR, water capital improvement construction projects, rate notices, Food Oil & Grease (FOG) Management & Control Program, etc.;
- Supply other graphics, photos, pictures and other related visual material & effects to support the production of the web-based WQCCR;
- Maintain and continuously update the information and facts on the City’s web-based WQCCR (Assume four (4) annual updates);
- Make available in PDF format for printing the entire WQCCR in English and Spanish;
- Final Water Quality Consumer Confidence Report and PDF files will be submitted to City Staff by June 1st of each year.
- It is the responsibility of the Consultant to comply with the all the copyright rules and regulations when it pertains to photos, pictures, logos, graphics, drawings, and all written material.


- Attend meetings with City staff to coordinate and develop tasks, and program management and logistics;
- Compose and design ready for print water related direct-mail brochures, postcards, letters and bill inserts for public distribution on topics including, but not limited to: 1) Prop 218 notifications, 2) water conservation, 3) water drought, 4) Drink It From The Tap! campaign, 5) water capital improvement construction projects, 6) event announcements and others. A total of 24 double sided brochures must be quoted per contract year;
- Create all required standard and special messages and public notices regarding water quality standards;
- Write and edit water and wastewater system related articles specific to the City of Santa Ana to be printed in newspapers, newsletters, pamphlets, and press releases for a total of 12 per contract year;
- Develop an annual water related campaign;
- Develop strategies with targeted outreach for water campaign, Water Youth Poster Contest and special events;
- Create targeted media list(s) for ongoing initiatives as well as special events;
- Work as liaison with any partners, etc., to create and maintain communications and enlist their cooperation in promoting campaigns and events on an as-needed basis;
- Develop Water Quality Packet for Water Youth Contest, which will include water related activity worksheets, word scramble, and word search for school aged children (ages 5-12 years old);
- Supply specific graphics, icons, symbols, and pictures, and other related visual material to support the production of printable literature to be used for the various water campaigns including, but not limited to water conservation, water quality, WQCCR, water construction projects, the drought, rate notices, and others;
- Compose and design posters for water related Public Service Announcements for the City’s bus shelters. A total of (4) different designs for each campaign shall be quoted for each contract year;
- Assist with copywriting and editing of all promotional materials such as fliers, brochures, advertisements, scripts, PowerPoint presentations, etc., to maintain brand consistency;
- Draft presentations, scripts and speaking points for key City spokespeople;
- Provide other Support Services and produce printed products;
- All material produced under this agreement must include Spanish and Vietnamese translation;
- **It is the responsibility of the Consultant to comply with the all the copyright rules**
and regulations when it pertains to photos, pictures, logos, graphics, drawings, and all written material.

III. DISTRIBUTION OF WORK

No work shall be allowed to proceed until authorized by City Staff.

IV. FEE SCHEDULE

Please refer to Attachment 4: Additional Provisions for details. Consultant shall submit a fee schedule to reflect the lump sum cost to produce Water Quality Consumer Confidence Report, per year. In addition, Consultant must provide separate rates to produce Auxiliary Services: Support Services and Printed Products. Rate increases due to material cost increases shall be subject to mutually agreeable terms between the Water Resources Division and the Consultant. Labor rate increases are not allowed for the duration of the contract.

V. UNSATISFACTORY WORK

In the event that work performed by the Contractor is not satisfactory, the Contractor will be notified by the City and allowed (1) calendar day to correct the deficient work at no charge to the City.
CONSULTANT AGREEMENT
CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this _____ day of ________, 2018 by and between ____________________________, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

A. The City desires to retain a consultant having special skill and knowledge in the field of:

B. Consultant represents that Consultant is able and willing to provide such services to the City.

C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Scope of Services - Exhibit A, attached hereto and incorporated by reference.

2. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in Compensation - Exhibit B. The total amount to be expended under this Agreement shall not exceed $xxxxxx during the term of this Agreement, including any extension periods exercised under Section 3.

b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
3. **TERM**

This Agreement shall commence on [enter a Start Date or “the date first written above”] for a number (#) year term with the option for the City to grant up to a number (#)-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. **PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. **INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. **OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. **INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:
a. Commercial General Liability Insurance. Consultant shall maintain commercial general
liability insurance naming the City, its officers, employees, agents, volunteers and
representatives as additional insured(s) and shall include, but not be limited to protection
against claims arising from bodily and personal injury, including death resulting
therefrom and damage to property, resulting from any act or occurrence arising out of
Consultant’s operations in the performance of this Agreement, including, without
limitation, acts involving vehicles. The amounts of insurance shall be not less than the
following: single limit coverage applying to bodily and personal injury, including death
resulting therefrom, and property damage, in the total amount of $1,000,000 per
occurrence, with $2,000,000 in the aggregate. Such insurance shall (a) name the City, its
officers, employees, agents, and representatives as additional insured(s); (b) be primary
and not contributory with respect to insurance or self-insurance programs maintained by
the City; and (c) contain standard separation of insureds provisions.

b. Business automobile liability insurance, or equivalent form, with a combined single limit
of not less than $1,000,000 per occurrence. Such insurance shall include coverage for
owned, hired and non-owned automobiles.

c. Worker’s Compensation Insurance. In accordance with the provisions of Section 3700 of
the Labor Code, Consultant, if Consultant has any employees, is required to be insured
against liability for worker’s compensation or to undertake self-insurance. Prior to
commencing the performance of the work under this Agreement, Consultant agrees to
obtain and maintain any employer’s liability insurance with limits not less than
$1,000,000 per accident.

d. If Consultant is or employs a licensed professional such as an architect or engineer:
Professional liability (errors and omissions) insurance, with a combined single limit of
not less than $1,000,000 per claim with $2,000,000 in the aggregate.

e. The following requirements apply to the insurance to be provided by Consultant pursuant
to this section:
   i. Consultant shall maintain all insurance required above in full force and effect for
      the entire period covered by this Agreement.
   ii. Certificates of insurance shall be furnished to the City upon execution of this
       Agreement and shall be approved by the City.
   iii. Certificates and policies shall state that the policies shall not be canceled or
        reduced in coverage or changed in any other material aspect without thirty (30)
        days prior written notice to the City.
   iv. Consultant shall supply City with a fully executed additional insured
       endorsement.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section
or fails or refuses to furnish the City with required proof that insurance has been procured
and is in force and paid for, the City shall have the right, at the City’s election, to
forthwith terminate this Agreement. Such termination shall not affect Consultant’s right
to be paid for its time and materials expended prior to notification of termination.
Consultant waives the right to receive compensation and agrees to indemnify the City for
any work performed prior to approval of insurance by the City.
8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States’ letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “Confidential Information” shall include all nonpublic information. Confidential
information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant
compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City’s use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall
be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Fred Mousavipour  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714- 647-5635

Sonia R. Carvalho  
City Attorney  
City of Santa Ana  
20 Civic Center Plaza (M-29)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714- 647-6515

To Consultant:

First & Last Name  
Title  
Consultant Firm Name  
Address  
City, State, Zip  
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:              CITY OF SANTA ANA

_________________________                          __________________________
Maria D. Huizar                        Raul Godinez II
Clerk of the Council               City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: ____________________________
John Funk
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

_________________________
FRED MOUSAVIDOUR
Executive Director
Public Works Agency
EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE PROPOSAL, including hourly rates

EXHIBIT C
CERTIFICATIONS
(from Attachment 3 of RFP)

EXHIBIT D
ADDITIONAL PROVISIONS
APPENDIX
ATTACHMENT 3: CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, 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 bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed ____________________________________________

State of California
County of __________

Subscribed and sworn to (or affirmed) before me on this _____ day of ________, 20__, by ___________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

__________________________________  Notary Public Signature

Notary Public  Public  Seal
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, 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 bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

________________________________________

State of California
County of ____________

Subscribed and sworn to (or affirmed) before me on this ____ day of ______, 20__, by __________________________ , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

________________________________________    ______________________________________
Notary Public Signature                             Notary Public Seal
NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: 

Title: 

Firm: 

Date: 
NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: ___________________________________________

Title: ____________________________________________________________________________

Firm: _____________________________________________________________________________

Date: _____________________________________________________________________________
APPENDIX
ATTACHMENT 4: ADDITIONAL PROVISIONS

CERTIFICATION AND PROPOSAL FEE SCHEDULE

Certification - I certify that I have read, understand and agree to the terms and condition of this Request for Proposals. I have examined the Scope of Services (Appendix A) and am familiar with the scope of work. I am familiar with all the existing conditions and limitations that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price –Lump Sum Fee (Per Year) must be inclusive of all costs, including, but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel to produce the annual Water Quality Consumer Confidence Report.

Please provide separate rate schedule to produce Auxiliary Services: Support Services and Printed Products. Rate increases due to material costs increases shall be subject to mutually agreeable terms between the Water Resources Division and the Consultant. Labor increases are not allowed for the duration of the contract.

Water Quality Consumer Confidence Report and Auxiliary Support Services

FEE SCHEDULE

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: ____________________________

REQUIREMENT:

The undersigned declares that he/she has carefully examined the request for proposal, that he/she has examined the Proposed Scope of Services, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said Proposed Scope of Services, for the unit price(s) set forth in the following schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>DESCRIPTION</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>TOTAL PRICE</th>
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<td>1</td>
<td>Lump Sum (Per Year)</td>
<td>$</td>
<td>$</td>
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Legal Name of Company

Phone and Fax Numbers

City of Santa Ana RFP 17-131
Page 28
<table>
<thead>
<tr>
<th>Business Address</th>
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<td>Name of authorized agent</td>
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<td>(Printed)</td>
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<table>
<thead>
<tr>
<th>Signature of authorized agent</th>
<th>Date</th>
<th>E-mail Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Federal ID number (if applicable)</th>
<th>Contractor license number (if applicable)</th>
</tr>
</thead>
</table>

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**