

**REQUEST FOR
PROPOSALS**

ELSINORE VALLEY CEMETERY DISTRICT

GENERAL ENGINEERING SERVICES



**Stephanie Garcia
District Manager
18170 Collier Avenue
Lake Elsinore, California 92530
(951) 674-2418**

REP DATES

**REQUEST FOR PROPOSALS Posting: April 28, 2022
Submittal Deadline. Monday, June 06, 2022**

ELSINORE VALLEY CEMETERY DISTRICT REQUEST FOR PROPOSALS

BID TITLE: General Engineering Services

REQUESTING DEPARTMENT: District Manager
RELEASE DATE: April 28, 2022
DUE DATE: Monday, June 06, 2022 @ 2:00 p.m.

Notice is hereby given that the Elsinore Valley Cemetery District will receive Proposals. Each Proposal must be submitted in a sealed envelope and clearly marked:

“General Engineering Services”

Failure to identify the RFP on the envelope may result in disqualification of the submission.

This project will provide for completion of a Site Investigation Report for the delivery of treated groundwater to the District's domestic water system.

A Sealed Proposal must be submitted to the office of the District Manager at 18170 Collier Avenue Lake Elsinore, California 92530

Proposals will be received until 2:00 p.m. on Monday, June 06, 2022.

The Proposal will not be opened at that time but will be submitted to the District Sub-Committee for verification and review for consideration of providing services for this project.

Proposals received after the deadline will be considered as late submittals. Late Proposal's will not be accepted and will be returned to the firm unopened. Faxed or emailed Proposals are not acceptable.

The Designated District Representative is Stephanie Garcia, District Manager. Any inquiries and matters regarding this RFP shall be directed to Elsinore Valley Cemetery District at district.manager@evcd.org by no later than June 06, 2022.

Stephanie Garcia
District Manager

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ELSINORE VALLEY CEMETERY DISTRICT REQUEST FOR PROPOSALS

1. INTRODUCTION AND INSTRUCTIONS TO FIRMS

1.1 INTRODUCTION

The Elsinore Valley Cemetery District ("District") invites qualified firms to submit written Proposals for providing general Engineering Services for various District improvement projects.

The RFP may be obtained by emailing the District at: district.manager@evcd.org

1.2 PROPOSED TIME SCHEDULE

REQUEST FOR PROPOSALS Posting: April 28, 2022

Submittal Deadline: June 06, 2022 @ 2:00 p.m.

1.3 INSTRUCTIONS TO FIRMS AND PROCEDURES FOR SUBMITTAL

Five (5) printed copies and five (5) electronic version of the Proposal on flash drive must be submitted in a sealed envelope or box bearing the name of the firm, submitted only to the following address:

Elsinore Valley Cemetery District
Attn: Stephanie Garcia, District Manager
18170 Collier Avenue Lake Elsinore, California 92530

Entitled: General Engineering Services

Hourly Fee Schedules both printed and electronically on flash drive may be in the same sealed envelope.

Firms are solely responsible for ensuring their submitted Proposal is received by the District in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic Proposals or modifications will be considered unless specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposal shall be made at the office specified in this REQUEST FOR PROPOSALS. Deliveries made before the Submittal Deadline, but to the wrong District office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All Proposal's shall become the property of the District. Late Proposal's will not be accepted and will be returned to the firm unopened.

1.4 GENERAL CONDITIONS

ADDENDUMS. Should it be necessary for the District to issue addendums to this RFP during the RFP period, the District will endeavor to notify the known holders of this RFP. Proposals should include a notation that the firm is aware of all of the addendums which have been issued and has incorporated their provisions in their Proposal.

ADDITIONAL INFORMATION. The District reserves the right, to request additional information or clarifications from firms where it may serve the District's best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the District.

AUTHORIZED SIGNATURES. Every Proposal must be signed by the person or persons legally authorized to bind the firm to a contract for the execution of the work. Upon request of the District, any agent submitting a PROPOSAL on behalf of a firm shall provide a current power of attorney certifying the agent's authority to bind the firm. If an individual submits a PROPOSAL, his or her name, signature, and post office address must be shown. If a firm or partnership submits the PROPOSAL, the name and post office address of the firms or partnership and the signature of at least one of the general partners must be shown. If a

corporation submits a PROPOSAL, the PROPOSAL shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the PROPOSAL to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. District reserves the right to negotiate final terms with the selected firm, if any. Award may be made to the firm offering the most advantageous PROPOSAL after consideration of all Evaluation Criteria.

COMPLIANCE WITH LAWS. All PROPOSALS shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certification of the Proposal (Appendix 3), the firm declares and warrants that no elected or appointed official, officer or employee of the District has been or shall be compensated, directly or indirectly, in connection with this RFP or any work connected with this PROPOSAL. Should any agreement be approved in connection with this REQUEST FOR PROPOSALS, firm declares and warrants that no elected or appointed official, officer or employee of the District, during the term of his/her service with the District shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The District is not liable for any costs incurred by firms before entering into a formal contract. Costs of developing the PROPOSAL, or any other such expenses incurred by the firm in responding to this RFP, are entirely the responsibility of the firm, and shall not be reimbursed in any manner by the District. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the firms, the District may refuse to consider PROPOSAL from participants in such collusion. No person, firms, or corporation under the same or different name, shall make, file, or be interested in more than one PROPOSAL for the same work unless alternate PROPOSAL is called for. Reasonable grounds for believing that any firm is interested in more than one Proposal for the same work will cause the rejection of all PROPOSAL for the work in which a firm is interested. If there is reason to believe that collusion exists among the firms, the District may refuse to consider PROPOSAL from participants in such collusion. Firms shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix 1).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the firm to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Firm shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the firm to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a PROPOSAL shall constitute an acknowledgment upon which the District may rely that the firm has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a firm to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. District reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, the firm may submit to the District a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning the meaning or intent of the contents of this RFP by any person other than the designated District Representative as set forth in this RFP are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by a written formal addendum issued by the District.

CONTACT WITH DISTRICT OFFICIALS AND REPRESENTATIVES. The District Representative as the contact person for all questions and matters regarding this RFP is Stephanie Garcia, District Manager. The Representative can be reached via e-mail at district.manager@evcd.org

The requesting party is responsible for prompt delivery of any requests. When the District considers interpretations necessary, interpretations will be in the form of a formal written addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the District as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each firm to ensure the District has their correct business name, mailing address and e-mail address on file. Any prospective firm who obtained a set of RFP documents is responsible for advising the District that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. District reserves the right to waive non-material irregularities if such would be in the best interest of the District as determined by the District Manager.

NON-DISCRIMINATION. The firm represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the District make an award, the successful firm will enter into a NON-EXCLUSIVE agreement and the District reserves the right to enter into agreements with other firms.

OFFERS OF MORE THAN ONE PRICE. Firms are NOT allowed to submit more than one Statement of Qualifications.

OWNERSHIP. All data, documents and other products used or developed during the RFP process becomes the property of the District upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the District to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The District reserves the right to reject any or all PROPOSALS or any part of a PROPOSAL. The District reserves the right to reject the PROPOSAL of any firm who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the Proposal of any firm who is in default on the payment of taxes, licenses or other monies due the District.

PROPRIETARY INFORMATION. All bid PROPOSAL and documents submitted in response to this RFP shall become the property of the District and a matter of public record pursuant to Government Code sections 6250 et seq. PROPOSAL should not be marked as confidential or proprietary, and District may refuse to consider a PROPOSAL so marked. All Information contained within the PROPOSAL will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid PROPOSAL that it considers to be confidential and/or proprietary. To the extent that the District agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the District will notify the bidder in writing of such demand and shall furnish a copy of the District's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. PROPOSALS shall be opened and their contents secured by District staff to prevent disclosure during the evaluative process and the process of negotiating with competing firms. Adequate precautions shall be taken to treat each firm fairly and to ensure that information gleaned from competing PROPOSALS is not disclosed to other firms. Prices and other information concerning the PROPOSAL shall not be disclosed until a recommendation for award is made to the awarding authority.

PUBLIC RECORD. All PROPOSALS submitted in response to this RFP will become the property of the District upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. The firm understands and acknowledges that the representations made in their submitted PROPOSAL are material and important and will be relied on by the District in evaluation of the Statement of Qualifications. A firm's misrepresentation shall be treated as fraudulent concealment from the District of the facts relating to the PROPOSAL.

RFP PART OF AGREEMENT. Should an agreement be awarded, this RFP and Scope of Services and all conditions may become part of the agreement between the District and the successful firm.

SEVERABILITY. If any provisions or portion of any provision, of this RFP are held invalid, illegal or unenforceable, they shall be severed from the RFP and the remaining provisions shall be valid and enforceable.

SUBCONSULTANT INFORMATION. If the PROPOSAL includes the use of SUBCONSULTANTS, firm must identify specific SUBCONSULTANTS and the specific requirements of this RFP for which each proposed SUBCONSULTANT would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONSULTANT REFERENCES. For all SUBCONSULTANTS that will be used for providing services as part of the RFP, firms must provide a minimum of two references from similar projects performed for any local government clients within the last three (3) years. Information provided shall include:

- 1 Client name
- 2 Project description
- 3 Dates (starting and ending)
- 4 Technical expertise
- 5 Staff assigned to reference engagement that will be designated for work per this RFP
- 6 Client project manager's name and telephone number

VALIDITY. Submissions must be valid for a period of ninety (90) days from the due date. **WITHDRAWAL OF PROPOSAL.** Firms' authorized representative may withdraw PROPOSAL only by written request received by the District Manager before the Proposal Submittal deadline.

2 PROPOSAL RESPONSE REQUIREMENTS

FIVE (5) printed copies and one (5) electronic versions of the PROPOSAL flash drive, of the PROPOSAL must be submitted in a sealed envelope or box bearing the name of the firm, submitted only to the following address:

Elsinore Valley Cemetery District
Attn: Stephanie Garcia, District Manager
18170 Collier Avenue
Lake Elsinore, California 92530

Entitled: General Engineering Services

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the District reserves the right to use any of the PROPOSAL as the Original. If no document can be identified as original bearing original signatures, firm's PROPOSAL may be rejected at the discretion of the District.

It is imperative that all firms responding to the RFP comply exactly and completely with the instructions set forth herein. PROPOSAL must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. PROPOSAL should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP.

Responses should be limited to 30 pages maximum including all required forms.

All PROPOSALS shall be submitted on standard 8.5" by 11" paper in a bound booklet. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

2.1 COVER LETTER

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned PROPOSAL is grounds for rejection. The cover letter should include an introduction of the firms and summary statement of qualifications.

Company Data

Please submit the following information:

- ☐ Official name and address.
- ☐ Name, address, and telephone number of the firm's primary point of contact.
- ☐ Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- ☐ State of Incorporation if incorporated
- ☐ Federal Employer I.D. Number.
- ☐ The address, telephone numbers and fax numbers of each of your firm's locations.
- ☐ A detailed statement indicating whether firm is totally or partially owned by another business organization or individual.
- ☐ Number of years firm has been in business under the present business name.
- ☐ Number of years of experience the firm has had in providing required, equivalent, or related services.
- ☐ All comparable contracts entered into during the last three (3) years, completed or not. Please indicate:

Year started and completed Type of

Contract Contracting Agency

Project Description

- ☐ Any failures or refusals to complete a contract and explanation.
- ☐ Individuals/firms who own an interest of 10% or greater in the proposing firms.
- ☐ Financial interests in other lines of business.

2.2 ORGANIZATIONAL CHART

Firms shall include an organizational chart that reflects titles of key staff and management contacts of everyone assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms.

It is the District's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The firm shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel, including sub-consultants, during the term of the agreement that are outside of the consulting firm's control or if the District requests such change.

After contract execution the CONSULTANT should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-CONSULTANTS without prior written approval from the District. The CONSULTANT must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-consultants on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

2.3 RESUMES AND QUALIFICATIONS OF PERSONNEL

The firm shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the PROPOSAL, District will place considerable emphasis on the commitment by the firm to provide qualified personnel for the services being considered. The firm shall furnish resumes in outline form for the key personnel committed to this account. Firm shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the District.

Suggested Resume Format:

- ☐ Name
- ☐ Position
- ☐ Education
- ☐ Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.
- ☐ Summary of Experience
- ☐ In chronological order, most recent date first, summarize experience as it relates to the scope of work required for this RFP.
- ☐ Professional Memberships/Registrations

If SUB-CONSULTANTS are to be used as part of this PROPOSAL, a resume of the sub-CONSULTANT and relevant experience is to be included in the same format.

2.4 REFERENCES

Firm must provide three (3) references for which firm has provided similar services performed in California of the nature and scope as set forth in the RFP within the last three (3) years. Include name of business, name of contact person, telephone number of contact person, and description and date of services provided. References for public agency projects are preferred.

2.5 OVERVIEW AND APPROACH

Understanding: Firm must include in this section their understanding of the project, the requirements of the RFP and their understanding of the Scope of Services which may be required for future projects.

2.5.1 Approach

Firm must include in this section its approach to providing the items of work noted in the Scope of Work and this RFP. The approach to the work plan shall be of such detail to demonstrate the firm's ability to accomplish the District's objectives. In this section, the firm is to include:

- ☐ Innovative and successful approaches
- ☐ Quality control measures
- ☐ Strategy, phasing and process of performing the work
- ☐ Firm is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project

2.5.2 Project Controls

Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

Quality Control/Quality Assurance (QA/QC)

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the CONSULTANT's method of ensuring that the personnel's quality of work is high.

Firm must reference all duties as listed in the SCOPE OF WORK. Firm must note any services NOT provided by their firms.

Firm may additionally itemize those services which are further required in the servicing of the account but are not noted in the aforementioned paragraphs as requirements. Firm will title this section as ADDITIONAL SERVICES.

2.6 COMPENSATION/PAYMENT SCHEDULE

Firm is required to submit hourly rates for all types of personnel required to perform the services described in this RFP. Firm must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, firm must state the frequency of adjustments and how adjustments are determined. See section 4.5.

Fee schedule for the PROPOSAL, both printed and electronically on CD or flash drive, shall be submitted with the main PROPOSAL and not in a separate envelope.

2.7 PROPOSAL FORMS

NON-COLLUSION AFFIDAVIT. Firm is required to sign and submit the Non-Collusion Affidavit (Appendix 1).

INSURANCE. Firm is required to sign and submit the firms Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/CONSULTANT Services (Appendix 2).

CERTIFICATION OF THE STATEMENT OF QUALIFICATIONS Firm is required to sign and submit the Certification of the Statement of Qualifications (Appendix 3).

3. PROPOSAL EVALUATION AND SELECTION

The District sub-committee will evaluate all PROPOSALS received to determine the firm that best meets the needs of the District. Selection of qualified firms will be based on evaluation criteria in Section 4.7. Interviews may be held with the most qualified respondents.

Discussions may, at the District's option, be conducted with the most qualified firms. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of PROPOSAL. In conducting discussions, the District will not disclose information derived from PROPOSAL submitted by competing firms.

4. OVERVIEW OF SERVICES

4.1 DISTRICT INFORMATION

The District is approximately 26 acres and offers affordable burials and memorializing needs to the community with honor, dignity, compassion and care in an environment of beauty and serenity. Deemed a Special District by the State of California and overseen by a Board of Trustees.

4.2 PROJECT OVERVIEW

The Project that has been identified by the District at this time is: General Engineering Services. The CONSULTANT must be able to provide the necessary services outlined in this RFP. The CONSULTANT shall utilize its' in-house staff and/or Subconsultants to complete the assignments to meet the District standards. For specialized work for which the prime CONSULTANT will require a Subconsultant the prime CONSULTANT will serve as an administrative liaison between the District and the Subconsultant.

The District has issued this RFP for firms to provide professional service for general engineering services. These services may include: contract administration, surveying, hydrogeological, hydraulic analysis, geotechnical services; regulatory compliance, environmental services as well as incidental services connected to and related to District's proposed improvement projects.

4.3 PREVAILING WAGES

CONSULTANTS are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations website at http://www.dir.ca.gov/dlsr/statistics_research.html.

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firms or individual named in any Agreement approved by the District. District will not assume any responsibility for CONSULTANT's failure to pay prevailing wages in accordance with State law.

4.4 MINIMUM REQUIREMENTS

All work performed under this contract will require approval by the DISTRICT's Board of Directors and issued through a Task Order. The costs will be based on the specified rates of compensation provided by the firm in their PROPOSAL. The District Manager shall confer with the CONSULTANT to establish the maximum fee, including expenses, for the Project and to establish the completion date.

4.4.1 GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant is required to submit a written request and obtain the DISTRICT Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost PROPOSAL. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal does not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to DISTRICT. The substitute personnel shall have significant experience in the work involving a similar facility for at a minimum two (2) previous projects, unless otherwise approved by the District Manager.

In responding to DISTRICT Task Order and in consultation with the District Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.

The Consultant's personnel shall typically be assigned to and remain on specific DISTRICT projects/deliverables until completion and acceptance of the project/deliverables by DISTRICT. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by DISTRICT.

After the District Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the District Manager's prior written approval.

Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the District Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the District Manager within one (1) week of receiving the request.

The District Manager may interview the Consultant's personnel for the qualifications and experience. The District Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the District Manager within one (1) week of receiving the request.

The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the District Manager. The removal or replacement of personnel without the written approval from the District Manager shall be violation of the Contract and may result in termination of the Contract.

The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers at all times during the Contract period to perform the tasks described in this Contract and shall have a documented minimum ten (10) years of demonstrated experience acceptable to DISTRICT.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants work, and Consultant's and Sub- Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required work as specified with the District Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to DISTRICT.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the District Manager.
- m. Monitoring and maintaining any required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific requirements.
- o. Monitor the health and safety of personnel working in any hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
- q. Experience and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delays.

4.5 Fee Proposal

The consultant performs the specific items of work for services stated in the professional services contract. The District uses the hourly rate not to exceed plus reimbursable expenses method for billing payments.

4.6 Standards

Where applicable, projected Project improvements shall be compatible and in accordance with the following as applicable: American Public Works Association Standard Specifications for Public Works Construction - Greenbook

4.6.1 Conflicts / Design Exceptions.

In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to District for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by District shall be at Consultant's risk and expense.

4.7 Submission Evaluation

All submittals will be evaluated by DISTRICT Sub-Committee. The Committee may be composed of DISTRICT staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the firms. The evaluation of the RFP shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the District Manager only. Firms shall neither contact nor lobby Committee members during the evaluation process. Attempts by firm to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of firm.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFP. Firms should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the DISTRICT 's requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interview, if any are required and if any additional information may be required to be submitted.

4.8 Compensation

Total amount payable to the Consultant cannot be determined at this time. All work performed under a contract will require approval by the DISTRICT's Board of Directors and issued through a Task Order. A task order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the task orders. The task order shall detail the tasks required for projects, schedule, and projected costs. The costs will be based on the specified hourly rates not to exceed plus reimbursables compensation negotiated in the contract. The District Manager shall confer with the consultant to establish the maximum not to exceed fee, including expenses, for the specific project and to establish the completion date.

The initial project and future potential projects, may vary in scope and size, and may encompass any type of improvement to the DISTRICT as noted above in this RFP. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order. The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Manager or approving authority.

Consultant shall be paid based on specific item of work performed (cost per unit of work on an hourly rate not to exceed basis plus reimbursables.

DISTRICT shall not incur costs beyond the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the District Manager.

CONSULTANT will be compensated based on the contract fee schedule and items of work ordered by the District and satisfactorily completed by the CONSULTANT.

Provide a statement of exclusions not covered in the fee proposal. Any items of worked needed to fully complete the project will be assumed to be included in the fee unless specifically excluded.

Invoices shall be submitted at the conclusion of each month for work performed in that month

4.9 Insurance Requirements

See Sample Agreement, in Appendix 5 – The terms of the required insurance coverages are dictated by the District's insurer and are not negotiable.

4.10 Indemnification.

See Sample Agreement, Appendix 5 - The terms of the required indemnification are dictated by the District's insurer and are not negotiable.

5.0 SCOPE OF WORK

5.1 LOCATION: 18170 Collier Avenue, Lake Elsinore, CA 92530

5.2 ITEM: General Engineering Services

5.3 DESCRIPTION OF WORK TASKS AND SERVICES REQUIRED: This work effort shall provide professional engineering services for various District improvement projects.

APPENDIX 1 – Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This RFP is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other firm to put in a false or sham submission and I have not directly or indirectly colluded, conspired, connived, or agreed with any other firm or anyone else to put in sham submission or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the District or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any District public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

**APPENDIX 2 – Firms Acknowledgement of Compliance with Insurance
Requirements for Agreement for Professional/CONSULTANT Services**

The firm agrees, acknowledges and is fully aware of the insurance requirements as specified in the REQUEST FOR QUALIFICATIONS and accepts all conditions and requirements as contained therein.

CONSULTANT: _____

Name: _____

Authorized Representative
(Print or Type)

By: _____
Authorized Representative Signature

Date: _____

This executed form must be submitted with the Statement of Qualifications.

APPENDIX 3 – Certification of the Statement of Qualifications

The undersigned hereby submits its Statement of Qualifications (RFP) and agrees to be bound by the terms and conditions of this REQUEST FOR QUALIFICATIONS.

- 1) Firm declares and warrants that no elected or appointed official, officer or employee of the District has been or shall be compensated, directly or indirectly, in connection with this RFP or any work connected with this RFP. Should any agreement be approved in connection with this REQUEST FOR QUALIFICATIONS, the firm declares and warrants that no elected or appointed official, officer or employee of the District, during the term of his/her service with the District shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, the firm agrees, if selected to furnish services to the District in accordance with this RFP.
- 3) Firm has carefully reviewed its RFP and understands and agrees that the District is not responsible for any errors or omissions on the part of the firm and that the firm is responsible for them.
- 4) It is understood and agreed that the District reserves the right to accept or reject any or all RFP's and to waive any informality or irregularity in any RFP received by the District.
- 5) The RFP response includes all of the commentary, figures and data required by the REQUEST FOR QUALIFICATIONS
- 6) The RFP shall be valid for 90 days from the date of submittal.
- 7)

Name of firm: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX 4 – Sample Agreement

**SERVICE AGREEMENT BY AND BETWEEN ELSINORE VALLEY CEMETERY DISTRICT
AND**

FOR _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the ELSINORE VALLEY CEMETERY DISTRICT, hereinafter referred to as the "DISTRICT," and _____, hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the DISTRICT to procure the services of a qualified contractor to provide professional services in connection with the DISTRICT'S various improvement projects, and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

A. MISSION. The DISTRICT hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This AGREEMENT shall commence as of the _____ of _____, 2022 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the DISTRICT and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the District Manager, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated _____ and attached herein as Exhibit A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the DISTRICT shall compensate the CONTRACTOR for the services described as detailed in Exhibit "A". Invoices for payment shall be submitted on a monthly basis and shall be approved by the District Manager.

The CONTRACTOR shall submit an itemized invoice to the DISTRICT according to work progress, setting forth the work performed, and the rates charged in accordance with the contractor's fee schedule.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the DISTRICT in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

(a) CONTRACTOR is and shall at all times remain as to the DISTRICT a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither DISTRICT nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the DISTRICT. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against DISTRICT, or bind DISTRICT in any manner.

(b) Neither CONTRACTOR, nor any of CONTRACTOR'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to DISTRICT'S employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

(c) DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR for any injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

(a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and DISTRICT shall not be liable or responsible to them for anything whatsoever.

(b) CONTRACTOR agrees to save, keep, hold harmless and defend DISTRICT and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including DISTRICT, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.

(c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of DISTRICT or its officers, agents, employees and sub-Contractors, and DISTRICT shall defend and hold CONTRACTOR harmless against any such claims.

(d) CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

H. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the DISTRICT. Claims for money by CONTRACTOR from the DISTRICT under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the DISTRICT.

I. INSURANCE. Without limiting the CONTRACTOR'S indemnification of the DISTRICT, the CONTRACTOR shall provide and maintain at this own expense during the term of this AGREEMENT for the following programs of insurance covering his operation hereunder. Each program of insurance, except professional liability insurance shall name the DISTRICT as "Additionally Insured" and each policy shall contain a provision that such insurance will not be cancelled, nor any change whatsoever made in policies, except upon not less than thirty (30) days prior notice to the DISTRICT, mailed by registered mail with postage prepaid. Such insurance shall be provided by insurer(s) satisfactory to the DISTRICT and evidence of such programs satisfactory to the DISTRICT shall be delivered to the DISTRICT on or before the effective date of this AGREEMENT.

General Liability. A program including, but not limited to, comprehensive general liability including automobile coverage with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A: VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing

from the DISTRICT. Insurance shall name the DISTRICT, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limit, shall be provided to the DISTRICT on or before signing this contract.

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the DISTRICT will immediately terminate this AGREEMENT.

Worker's Compensation Coverage. State statutory limits, deductibles, self-insurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by DISTRICT.

Automobile Liability Insurance. In an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

E&O/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: \$1,000,000 per Claim.

J. COMPLIANCE WITH LAWS. The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this AGREEMENT.

K. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the AGREEMENT and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

L. INTERPRETATION. No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if it were drafted by both parties hereto.

M. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the DISTRICT and contains all the covenants and agreements between the parties with respect to such retention.

N. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one break of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

O. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the District Manager, or her designee.

P. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the DISTRICT, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the DISTRICT may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the DISTRICT from the CONTRACTOR is determined.

Q. CHANGES. The DISTRICT or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the

amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the DISTRICT and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

R. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the DISTRICT may require, shall furnish the DISTRICT such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

S. RECORDS AND AUDITS. CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT, and such other records as may be deemed necessary by the DISTRICT to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the DISTRICT or any authorized representative and will be retained for five (5) years after the expiration of this AGREEMENT unless permission to destroy them is granted by the DISTRICT.

T. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the DISTRICT.

U. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

V. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the DISTRICT. All the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, 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 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will 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.

- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the DISTRICT and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) 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 subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the DISTRICT may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DISTRICT, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE DISTRICT. No member of the governing body of the DISTRICT and no other employee, or agent of the DISTRICT who exercises any functions of responsibilities in connection with the planning and carrying out of this AGREEMENT, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he/it does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the DISTRICT.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the District and no other public official of such District, who exercises any functions or responsibilities in connection with the planning and carrying out of this AGREEMENT, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR:

Company Name

Address

To the DISTRICT:

Elsinore Valley Cemetery District
District Manager
18170 Collier Avenue
Lake Elsinore, CA 92530

IN WITNESS HEREOF, the DISTRICT and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

ELSINORE VALLEY CEMETERY DISTRICT

[CONTRACTOR'S NAME]

By: _____
Chuck Bryant, Chair

By: _____
Name, Title

ATTEST:

By: _____
Stephanie Garcia, District Manager

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, District Counsel

EXHIBIT "A"

[PROPOSAL/SCOPE OF WORK]