AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF QUORUM
2. PUBLIC COMMENT

3. APPROVE MINUTES OF MAY 23, 2018 MEETING OF THE ADMINISTRATIVE COMMITTEE
   Staff Recommendation: The Administrative Committee approve the minutes as submitted.

4. ELECTRONIC PROCUREMENT SOFTWARE SYSTEM
   Staff Recommendation: The Administrative Committee recommends the Board of Directors approve and authorize the release of the Request for Proposal (RFP) for an Electronic Procurement (E-Procurement) Software System.

5. ADMINISTRATIVE CODE

6. CLASS AND COMPENSATION STUDY UPDATE

7. DEPARTMENT REPORT

8. ADJOURNMENT - The Administrative Committee will adjourn to the next regular meeting scheduled for July 25, 2018.

Agenda posted by Sherri Brown, on 06/26/2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.
MEMORANDUM
ITEM NO. 3

DATE: JUNE 27, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF MAY 23, 2018 MEETING OF THE ADMINISTRATIVE COMMITTEE

SUMMARY

A meeting of the Administrative Committee of the Board of Directors of the Water Replenishment District of Southern California was held on May 23, 2018 at 10:40 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Sergio Calderon called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Administrative Committee approve the minutes as submitted.
MINUTES OF MAY 23, 2018
MEETING OF THE ADMINISTRATIVE COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BOULEVARD, LAKEWOOD, CALIFORNIA 90712

A meeting of the Administrative Committee of the Board of Directors of the Water Replenishment District of Southern California was held on May 23, 2018 at 10:40 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Sergio Calderon called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM

A quorum was present, which included:
Committee: Committee Chair Sergio Calderon; Alternate - President John D. S. Allen
Staff: Brandon Mims; Melody Wu; Evan Lue; David Alvarez; Lyndsey Bloxom; H. Francisco Leal
Public: None

2. PUBLIC COMMENT

Pursuant to Government Code Section 54954.3
None.

3. APPROVAL OF MINUTES OF APRIL 25, 2018

The Administrative Committee unanimously approved the minutes as submitted.

4. AUTHORIZATION TO EXECUTE AMENDMENT NO.1 TO AGREEMENT NO. 929 WITH ADVANCED DOCUMENT SOLUTIONS, INC. FOR A NO COST TIME EXTENSION FOR THE ACCOUNTS PAYABLE WORKFLOW AUTOMATION

Data and Technologies Services Supervisor Evan Lue provided the report. Discussion followed.

The Administrative Committee unanimously recommended that the Board of Directors execute Amendment No.1 to Agreement No. 929 with Advanced Document Solutions, Inc., subject to approval as to form by District Counsel, for a no cost time extension through December 31, 2018.

This item will be on the Consent Calendar of the next Board of Directors meeting.

5. APPROVE PREPARATION OF RFP FOR ELECTRONIC PROCUREMENT SOFTWARE SYSTEM

Project Administrator Melody Wu provided the report.

The Administrative Committee unanimously approved Staff to prepare a Request for Proposal (RFP) for an Electronic Procurement (EProcurement) Software System.

This item will be on the Consent Calendar of the next Board of Directors meeting.
6. APPROVE PREPARATION OF RFP FOR FIRE, SECURITY, AND ACCESS SYSTEM FOR THE LAKEWOOD FACILITY
Mr. Lue provided the report. Discussion followed.

The Administrative Committee unanimously approved Staff to prepare a Request for Proposal (RFP) to update and replace the Fire, Security, and Access System for the Lakewood Facility.

This item will be on the Consent Calendar of the next Board of Directors meeting.

7. ADOPT RESOLUTION TO AUTHORIZE THE SPECIFICATION OF JOHNSON CONTROLS SYSTEMS IN BIDS FOR DISTRICT OWNED FACILITIES
Mr. Lue reported that this item was related to the previously discussed item for purposes of hardware and software compatibility. Discussion followed.

Assistant General Manager Ken Ortega provided an overview of the purpose and benefits for creating system-centralized control. Discussion followed.

The Administrative Committee unanimously recommended that the Board of Directors adopt the Resolution authorizing the inclusion of specified Johnson Controls materials in bids for district-owned facilities, subject to approval as to form by District Counsel.

This will be a regular item on the agenda of the next Board of Directors meeting.

8. APPROVE THE REVISED WRD ADMINISTRATIVE CODE
District Counsel H. Francisco Leal presented an overview of the proposed Administrative Code updates. He reported that the primary reason for updating the Code is to ensure that it does not become obsolete, lacking the necessary provisions to ensure the District operates efficiently and within the provisions of the Water Code. Discussion followed.

The Administrative Committee unanimously recommended that the Board of Directors adopt the Resolution approving revisions to the WRD Administrative Code.

This will be a regular item on the agenda of the next Board of Directors meeting.

9. ADOPT RESOLUTION TO CONTINUE THE BUDGET ADVISORY COMMITTEE AND ADOPT PROVISIONS FOR THE SAME IN THE ADMINISTRATIVE CODE FOR THE DISTRICT
President Allen provided background information and an overview of this item. He stressed that this Resolution was a separate matter from the previous item that addresses amendments and revisions to the Administrative Code.

The Administrative Committee unanimously recommended that the Board of Directors adopt the Resolution continuing the Budget Advisory Committee and adopt provisions for the same in the Administrative Code for the District.
10. DEPARTMENT REPORT
   None.

11. ADJOURNMENT
   There being no further business to come before the Committee, the meeting was adjourned at 11:03 A.M.

   ____________________________
   Chair

   ATTEST:

   ____________________________
   Member

   Approved in minutes of:

   ____________________________
REQUEST FOR PROPOSAL
(RFP-18-001)

E-Procurement Software System

Issued: Wednesday, July 18, 2018

Questions Regarding this RFP Due:
Wednesday, August 8, 2018 at 12:00PM PST
Melody Wu, Project Administrator
E-mail: mwu@wrd.org

PROPOSAL DUE:
Thursday, August 16, 2018 at 5:00PM PST

Submit Sealed Proposal To:
Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
Phone: (562) 921-5521
www.wrd.org
NOTICE TO PROPOSERS

Request for Proposals
E-Procurement Software System

PURPOSE: The Water Replenishment District of Southern California (WRD or District) is seeking proposals from qualified and experienced firms (also referred to as “Consultant” or “Proposer” herein) to present their expertise and experience in providing professional services for a hosted, web-based E-Procurement Software System.

This Request for Proposal (RFP) describes the required scope of work, the information that must be included in the proposal, and the proposal selection process. Proposers are encouraged to carefully review this RFP in its entirety prior to submitting their proposals. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFP is available for downloading from the WRD website: http://wrd.org/content/business-opportunities.

SOLICITATION SCHEDULE: Milestones for the RFP process are summarized in the table below. The District reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested proposers.

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<td>RFP Issued by WRD</td>
<td>Wednesday, July 18, 2018</td>
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<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Wednesday, August 8, 2018 at 12:00PM</td>
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<tr>
<td>Proposals Due</td>
<td>Thursday, August 16, 2018 at 5:00PM</td>
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<tr>
<td>WRD Board Awards Contract (tentative)</td>
<td>October 2018</td>
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QUESTIONS REGARDING THIS RFP: All questions regarding the technical aspects or general requirements/provisions of this Request for Proposal (RFP) must be directed in writing to Melody Wu, Project Administrator, via e-mail: mwu@wrd.org, with the subject heading “Question – RFP-18-001 – E-Procurement Software System” by no later than Wednesday, August 8, 2018 at 12:00PM.

Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be issued in an Addendum and be posted on the WRD website: http://wrd.org/content/business-opportunities. The Q&A table will be updated regularly as questions are received from prospective proposers.

DEADLINE FOR PROPOSALS: Five (5) hard copies and one (1) electronic copy of the proposal must be received in a sealed envelope by WRD no later than Thursday, August 16, 2018 at 5:00PM, or such later time that WRD may announce by addendum to proposers at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior “PROPOSAL E-Procurement Software System” and with the name and address of the Proposer. Envelopes containing proposals will be time stamped upon receipt by WRD.
Proposals must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Proposals received after the deadline will not be considered under any circumstances. Faxed or e-mailed proposals will not be accepted. There will be no formal opening of the received proposals. WRD reserves the right to reject any and/or all proposals received.
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LIST OF EXHIBITS:
Exhibit A: Scope of Services
Exhibit B: Consultant and Subconsultant Status as LBE, SBE, and VBE
Exhibit C: Key Personnel Participation in Example Projects
Exhibit D: WRD Standard Professional Services Agreement
Exhibit E: Sample Invoice Format
Exhibit F: Rate Sheet Example
Exhibit G: Acceptance Letter
1.0 INTRODUCTION

The WRD is a State Special District that was established in 1959 under the California Water Code (Division 18, §60000 through §60622) to manage the groundwater resources within the Central Basin and West Coast Basin in southern Los Angeles County. WRD’s mission is to provide, protect and preserve high-quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of these groundwater basins. The aquifers in the Central Basin and West Coast Basin provide for about 40 percent of the total water needs for the people and businesses in the 43 cities covering WRD’s 420-square mile service area.

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, recycled water, and stormwater, prevents seawater intrusion through injection of imported water and recycled water into coastal barrier wells, protects and preserves groundwater quality through monitoring, testing, data analysis, and treatment, and ensures a future supply of reliable groundwater through planning, conjunctive use, and development of new projects. More information regarding the WRD can be found at www.wrd.org.

2.0 BACKGROUND

In an ongoing effort to improve WRD’s internal workflow processes there has been a need for an online bidding and contracts management system (E-Procurement) which would provide the options and capabilities to assist in streamlining the procurement and contract management processes. Much of WRD’s current processes for managing procurement solicitations, and contracts, is decentralized and manually tracked. WRD is seeking an E-Procurement system that will greatly assist in automating many areas of the current process into a more organized and streamlined manner. This will include, but not be limited to, improving areas such as better management of vendor profile registrations and automatic bid notifications based on the vendor’s registered business profile, the contracts and insurances tracking with automatic notifications, solicitations and evaluation management, and the ease of use in navigating through a centralized software platform.

3.0 SCOPE OF WORK

The selected consultant shall provide the services described in Exhibit A – Scope of Services.

4.0 MINIMUM QUALIFICATIONS

- Hosted on a secured web-based platform;
- Configuration, implementation and appropriate training of WRD staff users;
No costs to the business community to participate in WRD’s solicitation/contracting process; and

Maintenance and Support for designated WRD user(s) and vendors.

5.0 PROPOSAL CONTENTS

To provide a degree of consistency in review of the written proposals, firms are requested to include the following content in their proposals. The information requested below will be used to evaluate each proposal based on the evaluation criteria outlined in this RFP. Proposals may be deemed nonresponsive if they do not respond to all areas specified below.

Proposals shall be prepared simply and economically, providing a straightforward and concise description of how the proposal has satisfied all the requirements of this RFP. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received.

The following subsections describe the contents required in the proposal. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding of and approach to the projects.

5.1 Title Page

Proposer should identify the RFP title, name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of proposal submission.

5.2 Cover Letter

A principal of the firm authorized to commit the firm to the requirements of the RFP must sign the cover letter. The letter shall discuss the Proposer’s commitment to providing high quality services as described in the RFP. Additionally, the letter shall briefly describe the firm’s understanding and approach to the services. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process.

5.3 Table of Contents

The table of contents should include a clear and complete identification by section and page number of the submitted materials.

5.4 Company Background

Provide a brief background of the firm including history, types of services provided, organization structure, number of employees, annual revenues, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm’s qualifications to provide the services described in this RFP.

5.5 Project Team and Qualifications
Provide an organizational chart that describes the structure of the project team, including subconsultants/subcontractors. The project team description shall identify the following:

(i) The Project Manager,

(ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),

(iii) The role each team member will play in providing services under the Contract, and

(iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District’s prior approval. The proposal shall clearly identify who will lead the execution of assigned tasks and the respective personnel that will be assigned to them.

Provide a description of the experience, qualifications including required licenses and certifications, area of expertise or specialization, and availability (including current workload) of the project team members, including subconsultants/subcontractors, if any. Describe other project commitments by project team members and the anticipated level of involvement of each team member based on the abilities and expertise required for the type of work desired.

Provide the resumes of all members of the project team, including subconsultants/subcontractors, as an appendix. Each resume shall not exceed three (3) pages and shall include name and title, education, years with the company, licenses and certifications (issue and expiration dates), home office location, relevant experience within at least the last five (5) years, and other required qualifications discussed in this RFP.

The identified Project Manager will be WRD’s main point of contact for all assigned projects for the duration of the Contract. The proposal shall include the Project Manager’s contact information, including phone and e-mail address.

Once a Contract has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Contract.

5.6 **Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference**

Complete a table (an example is provided in Exhibit B) that summarizes the percentage of work to be performed by the Consultant and each Subconsultant. Specify the certification status of the Consultant and its subconsultants with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this SOQ and will
be used as criteria for SOQ evaluation. Failure to include the completed form may be grounds for considering the SOQ to be nonresponsive. Please refer to Section 7.6 for definitions of LBE, SBE, and VBE.

5.7 Project Overview and Approach

Present a narrative overview of the Proposer’s understanding of the RFP requirements and the overall approach and technical plan for accomplishing the work assignments. Also discuss at a minimum the following:

- Ability to successfully complete work assignments within the District’s required time frame and, as necessary, on short notice,
- Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,
- Describe the Proposer’s project management approach and communications protocol,
- Describe the Proposer’s approach to quality assurance and control, as well as any performance guarantees,
- Technical approach to assigned tasks, such as deployment strategies (how the project will be implemented from mobilization to demobilization), and
- Identify current and reasonably foreseeable actual and possible constraints, problems, and/or issues that could hinder the execution of services under the contract, and suggest approaches to resolving or managing these constraints, problems, and/or issues.

5.8 Additional Services

Include any comments, suggestions, or additions the Proposer may have regarding the scope of work or any other aspects of the work that the Proposer feels would be helpful to WRD in selecting a firm for the services described in the RFP. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by WRD. These additional services shall be clearly identified as “optional” in the proposal.

5.9 Experience and Record of Past Performance

Describe Proposer’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFP. Using the form provided as Exhibit C, list at least three (3) E-Procurement Software System projects and a minimum of five (5) client references from similar projects successfully completed within the last five (5) years of a similar nature that demonstrate the firm’s and its subconsultants’ (if needed) competence to perform the work described in this RFP. Ongoing projects currently being performed by the Proposer also may be submitted for consideration.

Clearly identify the role of all team members in each of the projects referenced. For each of the reference projects listed, provide the following information:
1. Name and location of project;

2. Name and address of project owner/sponsor;

3. Name and current phone number and e-mail address of owner's representative intimately familiar with the project, to contact for reference. Verify the reference person that can be contacted at the phone number provided;

4. A description of type and extent of services provided for the project;

5. Project budget (both projected and "as completed");

6. Project schedule milestones (both projected and "as completed"). Include dates of project initiation, key milestones and deliverables, and completion date or status of the project;

7. Special problems or difficulties encountered, such as project budget and schedule control issues, and how they were resolved by the Consultant; and

8. Applicability and relevance of the referenced project to the services described in this RFP.

The District at its discretion may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of the proposal as being nonresponsive.

5.10 Conflict of Interest

Provide a statement that the Proposer, individuals employed by the Proposer, or firms employed by or associated with the Proposer, including subconsultants/subcontractors, do not have a conflict of interest with the Project. The Proposer shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the Proposer shall inform the District immediately. Proposers are subject to disqualification on the basis of a conflict of interest as determined by WRD.

5.11 Other Information

The proposal shall include:

- A statement that the Proposer will meet the insurance requirements per Section 12 of the District’s standard Professional Services Agreement, which is attached to this RFP as Exhibit D.
• A statement or description regarding any litigation to which the firm is a party, any bankruptcy settlements, or unpaid judgments against the firm or its principals.
• A statement as to whether the firm has defaulted on previous professional contracts.

5.12 **WRD Standard Contract**

The selected Consultant shall be expected to execute a Contract using the District’s standard Professional Services Agreement, which is provided as **Exhibit D**. Proposers shall provide a statement in their proposals clearly stating acceptance of all the terms and conditions specified in the standard Professional Services Agreement (i.e. no exceptions can be made to WRD’s standard Professional Services Agreement).

5.13 **Project Costs and Fees**

Your firm must submit a table showing all proposed costs and fees associated with providing, performing and completing the services described in Exhibit A of this RFP, and include a description of each type of service per each proposed service fee. In the event any specified services are not used during some portion of the initial twelve month period, payment shall be prorated on a daily basis.

• Set-up fee(s), if any: please describe services for this fee
• Implementation fee(s) if any: please describe services for this fee.
• Annual maintenance fee(s), if any: please describe services for this fee.
• Any additional fee(s), such as: training, website customization, reports, etc.
• Identify services specified in the RFP not covered in the standard fees above and provide hourly rates for each service identified.
  • Labor hours and total number of hours, shall be broken down by the project tasks and/or subtasks identified in Section 3.0 (including other subtasks as the Proposer sees fit) and shall also show the associated personnel, and/or subconsultant(s), names and titles/categories of individuals proposed to work on the project tasks/subtasks, including names of subconsultants/subcontractors shall be indicated.
  • Fully loaded hourly billing rates – All direct, capital, and reimbursable expenses, including but not limited to travel and transportation costs, meals, lodging, office equipment and supplies, administrative and communications fees, etc., must be built into the hourly rates. Therefore, the District shall not pay Consultant nor its subconsultants/subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described herein.
• The labor hours and fees for proposed optional tasks (additional services), if any, shall be presented in a separate table to differentiate from the baseline Scope of
Work. Consultant’s compensation for Additional Services shall be as mutually agreed to by the Parties prior to Consultant providing Additional Services.

- **For System:**
  
  Provide a fee structure based on fee per user:
  
  Example fee structures:
  
  Fee per user $__________
  
  or
  
  1-4 users, fee per user $__________
  
  5-10 users, fee per user $__________ etc.
  
  Provide fee rates based on the following schedule, if annual increases apply:
  a. For period from November 1, 2018 to December 31, 2019
  b. For period from November 1, 2019 to December 31, 2020
  c. For period from November 1, 2020 to December 31, 2021
  
  Options to extend the agreement term, which may be exercised at the sole discretion of the District:
  d. For period from November 1, 2021 to December 31, 2022
  e. For period from November 1, 2022 to December 31, 2023
  
- **Other Modules:** list, per user, all fees and costs associated with providing each additional module.

It is expected that the indicated hourly rates will remain in effect for the duration of the Contract unless otherwise specified and approved by WRD. The fee schedule and rate sheet shall follow a format similar to the example shown in Exhibit F, and include any other rates or fees, such as markups for subconsultants/subcontractors not identified as part of the project team, equipment markups, or other direct costs that may be incurred.

The proposal shall also include a description of the anticipated method of billing for services performed, with provisions for monthly billing that will include itemized accounting of hours of personnel, hourly rates, and percent completion for each task identified. A project schedule shall be included with the invoice to track project costs on a resource loaded schedule.

### 5.14 Monthly Billing

The monthly invoice shall be in a similar format shown in Exhibit E. At a minimum, each invoice shall contain the purchase order or contract number and shall be itemized by task. A subtotal cost for each task shall be included. Names of persons, their job titles, hourly billing rates, actual hours worked during the billing period, and subtotal labor costs must be summarized in a table. Attach to each invoice all documentation for other direct costs in the form of receipts or vendor invoices, with the applicable costs identified for items such as equipment costs. WRD will provide reporting requirements to Consultant, and Consultant shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection or short pay of the invoices submitted to WRD for payment.
6.0 **PROPOSAL SUBMISSION REQUIREMENTS**

6.1 **Proposal Format**

The proposal shall be limited to no more than 25 single-pages in length. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. All sections of the proposal shall be printed on 8.5” x 11” size recycled paper or recyclable white bond paper, paginated, and bound. Any oversized documents, such as charts or tables, must be folded to size and secured in the envelope.

All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the flash drive shall contain the entire proposal as a single PDF file. All sections of the PDF file shall be bookmarked.

6.2 **Proposal Signing**

The proposal shall be wet-signed by an officer, or officers, authorized to execute legal documents on behalf of the Proposer. The submission and signing of the proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFP and certifies that the proposal was prepared independently and was submitted without any collusion designed to limit competition or bidding.

6.3 **Proposal Submittal Procedures**

Five (5) hard copies of the proposal shall be submitted in a sealed envelope to WRD no later than the proposal due date and time indicated in this RFP. The envelope shall be plainly marked on the exterior “RFP-18-001 - **E-Procurement Software System**” and with the name and address of the Proposer. In addition, an electronic copy of the proposal on a flash drive shall be submitted. Envelopes containing proposals will be time stamped upon receipt by WRD.

Proposals must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator  
Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712

It is the Proposer’s responsibility to ensure that proposals are received prior to the submittal deadline. Proposal packages should also include all signed Acknowledgment of Addendum forms that may be issued by WRD as part of this RFP process, as further described below.

The WRD will not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification, or late withdrawals will not be considered under any circumstances. Faxed or emailed proposals will not be accepted. There will be no formal opening of the received proposals.
6.4 Proposal Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of proposals. Firms responding to this RFP will be solely responsible for all costs and expenses incurred during the selection process.

6.5 Acknowledgement

An Acceptance Letter (Exhibit “G” attached) has been attached to this solicitation. This Acceptance Letter is to be completed and signed by the Proposer and shall be included with the Proposer’s submittal.

7.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which proposal best serves WRD’s interest. The proposal will be evaluated on the basis of the criteria listed below in this section. Proposals also will be evaluated based on the clarity, completeness, and professional quality of the documents submitted, as well as conformance to the RFP instructions and responsiveness to the RFP requirements in a straightforward and concise manner.

7.1 Project Team and Qualifications

Project team’s technical and management competence to perform the work specified herein will be evaluated. Considerations include, but are not limited to the following:

- Professional qualifications and education of the project team.
- Expertise and the appropriate mix of skills and disciplines of the project team and percentage of work to be self-performed.
- The accessibility and commitment of the Proposer’s key personnel and subconsultants/subcontractors to successfully complete assigned projects, including the geographic proximity of each team member’s primary office location with respect to the District’s service area.
- Ability to perform work on short notice and anticipated response times.
- Capacity and flexibility to complete high quality work in a timely manner that meets the established schedule.
- Familiarity with the policies and procedures of the District, County, and other local agencies.

7.2 Project Understanding and Approach

The following will be considered in the evaluation of proposals:

- Understanding of the nature of professional services contracts and expected tasks to be performed.
• Work schedule and methodology to completing assigned tasks, specifically with regards to budget sensitivity, efficiency, adherence to District standards and applicable regulatory codes, and pertinence of the assigned tasks.

• Demonstration on how the Proposer will organize the execution of assigned projects, including the make-up of the team, the leadership of the team, the accountability of the Project Manager, and the lines of authority.

• A strong project management structure that includes clearly defined communications protocols (including how the Proposer’s staff will interact with the District’s team and project manager), procedures for coordination throughout the assigned project, and subconsultant/subcontractor integration.

• A solid quality assurance and control program that demonstrates a clear understanding of the need and process of ensuring WRD receives the highest quality product required for assigned projects.

• Overall clarity, creativity, and logic, and completeness of the approach. The proposal should demonstrate interest and insight to the specific details of WRD’s desired services.

• Other services or considerations not addressed in the RFP, but were deemed to be pertinent to the scope of services by the Proposer.

7.3 Performance on Similar or Related Projects
WRD reserves the right to conduct an independent verification of the Proposer’s experience qualifications by contacting project references, accessing public information, or contacting independent parties. Prospective proposers shall respond and provide additional information that may be requested during the evaluation of proposals. Factors to be considered will include, but may not be limited to, experience with similar projects, project coordination, cost control, quality of work, technical capability, and adherence to project schedules and standards.

7.4 Billing Rates
Hourly billing rates, including markup rates, will be evaluated with respect to the anticipated overall value for services proposed.

7.5 Organizational and Support Resources
The following will be considered in the evaluation of proposals:

• Capability under current workload to perform the work specified herein. Factors to be considered include, but may not be limited to, number of qualified staff allocated to assigned projects, availability of key personnel and support staff, knowledge of local conditions, and demonstrated ability to meet proposed project schedules.

• Anticipated response times after notification of work assignments by WRD.
7.6 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference

The District may give preference in the evaluation of proposals to proposers based on the extent of participation demonstrated through compliance with LBE, SBE, and VBE participation. For purposes of this evaluation, the District may provide preference of up to 5% of the total evaluation points for consultants with at least 20% participations of LBE or at least 20% participations of SBE/VBE.

A Local Business Enterprise (LBE) is defined as a vendor, contractor, or consultant who has a valid physical business address and an established place of business: (1) located within five miles of the District’s service boundary or (2) located within a city that is situated within five miles of the District’s service boundary.

A Small Business Enterprise (SBE) shall mean a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100. To qualify for the SBE Preference, SBEs must be certified as such at the time the proposal is submitted to the District. Proof of certification should be submitted to the District along with the proposal, and not later than two (2) business days after the deadline for submitting proposals. Proof shall include a copy of each SBE’s certification or other appropriate documentary evidence by the certifying public entity. Proof of certification may be subject to verification by the District. The District shall not, however, be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a SBE. Companies having certifications for Veteran Business Enterprise (VBE) may submit such certifications, which may be used by the District in partial fulfillment of the 20% SBE participation.

For companies with multiple offices, the office affiliation of the proposed individuals working on the project will be used as a means to estimate the company’s LBE participation.

For Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE) preference consideration, the Consultant and Subconsultant Status as LBE, SBE, and VBE form (Exhibit B) must be completed.

8.0 SELECTION PROCESS

This solicitation is being conducted by WRD through a fair and open process in accordance with procurement policies established for water replenishment districts in the State of California, those policies established by WRD, and applicable State laws.

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal.
Proposals will be evaluated, scored, and ranked based on the criteria specified in Section 8 of this RFP.

Once the proposers are ranked, WRD will initiate negotiation with the top-rated proposer. If WRD is unable to reach an agreement with the top-rated proposer, negotiations will be formally terminated. WRD will then negotiate with the next highest-ranked proposer and so on until an agreement is reached. Once negotiations with a proposer are terminated, WRD will not renegotiate with that proposer.

The firm that is recommended to the WRD Board of Directors for award of contract will be the one whose proposal is determined to be the most advantageous to the District in consideration of price and all other evaluation factors that are set forth in this RFP. No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 GENERAL PROVISIONS

The Proposer should specify if any of the requirements included in this section or any other section of the RFP pose a specific problem, and if so, identify the problem and its impact within the proposal.

9.1 Entire Agreement

The services described in this RFP, the successful proposal (with any proposed optional tasks) approved by WRD, the purchase order, and any written changes or amendments to the scope of services shall represent the entire Agreement between the parties and shall supersede all prior written or oral representations, discussions, and agreements. Furthermore, this RFP is not only meant to aid in the preparation of proposals, but it is also intended to serve as a binding technical guidance document for the Consultant. The consulting firm awarded a contract to provide services described in this RFP shall be deemed bound to execute all requirements as listed and prescribed in this RFP, unless WRD modifies aspects of the scope of work or any conditions in the RFP in writing. Thus, the executed Contract will incorporate the terms and conditions specified in this RFP, as well as the final scope of work and fee schedule submitted by the Consultant as part of its proposal.

9.2 Contract Amendments

Changes that affect the scope of work, period of performance or time schedule, and costs will be effected by written notices of amendment. No payments will be made for work performed outside the original scope of work unless prior written approval was granted by WRD. The Consultant may be required to provide additional services under a negotiated change order approved in writing by WRD.

9.3 Term of Contract

Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of three years, and has the option to extend for an additional two years, with selected firm.
9.4 Ownership and Use of Documents

Consultant will be required to treat WRD’s documents in confidence and shall indemnify WRD in case of alteration, loss, or damage thereto. Consultant shall not release to the general public, public agencies, or private businesses in any manner, any information, data, or documents developed pursuant to the performance of services specified herein without the expressed written consent of WRD.

Any preliminary or working drafts, notes, and inter-agency or intra-agency memoranda that are not expected to be retained by the Consultant or WRD in the ordinary course of business shall be exempt from disclosure to any public entity under provisions of the Public Records Act.

9.5 Business Records Access and Retention

All records pertaining to this Project, which are retained by the Consultant, shall be accessible to WRD while work is ongoing and for at least five years thereafter.

9.6 Termination

WRD may terminate the project at any time at its sole discretion. Notice of termination will be provided in writing. Upon termination of the project, WRD shall make payment to the Consultant only for services provided up to the date of termination.

10.0 TERMS AND CONDITIONS

10.1 Proposal Rejection

WRD reserves the right to accept or reject any or all proposals received in response to this RFP or cancel in whole or part the selection process if it is in the best interest of the District to do so. Alternatively, the District reserves the right to waive any minor defect or technicality in any proposal received.

10.2 Proposal Clarification and Requests for Additional Information

All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. WRD reserves the right to request clarification of information submitted and to request additional information from any or all proposers. The District may require any evidence it deems necessary, such as documentation regarding the Proposer’s financial stability, before any contract is awarded. In conducting discussions with proposers, there shall be no disclosure of information derived from proposals submitted by competing firms.

10.3 Proposal Validity Period

Proposers may withdraw their proposals at any time prior to the due date and time by submitting a written notification of withdrawal signed by the firm’s authorized agent. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance within the proper time frame. A proposal cannot be changed or modified after it has been submitted by the designated due date and time and shall constitute an irrevocable offer, for a period of ninety (90) days, to WRD for the services set forth in the proposal.
10.4 **RFP Revisions and Addenda**

WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the RFP. All Addenda will be issued via e-mail to prospective proposers who were initially forwarded the RFP via e-mail as well as other prospective proposers who have subsequently provided WRD with their contact information (i.e. e-mail address and telephone number). All Addenda will also be posted on the WRD website (http://wrd.org/content/business-opportunities) within a reasonable timeframe prior to the proposal due date. If an Addendum is necessary within 72 hours of the proposal submittal deadline, the District, at its discretion, can extend the proposal submittal deadline.

Any Addendum issued must be acknowledged by the Proposer by signing and submitting the “Acknowledgment of Addendum” form that will be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to WRD as part of the proposal package that is submitted by the proposal due date. Failure to acknowledge any Addenda may result in the proposal being considered nonresponsive and subject to rejection.

The Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the District prior to the submittal due date. Therefore, the District recommends that prospective proposers check the WRD website prior to making their submission.

10.5 **Confidentiality**

The content of proposals will be kept confidential until the award of contract by the WRD’s Board of Directors. All materials submitted in response to this RFP will become the property of the WRD and will become public record after award of contract to the successful Consultant. The WRD will not return any proposals to proposers.

If a Proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Proposer must label that information within its proposal as “CONFIDENTIAL”, “TRADE SECRET”, or “PROPRIETARY.” The above restrictions may not include cost or price information, which shall be open to the public upon award of contract. Notwithstanding the foregoing, the District will not be responsible or liable in any way for losses that the Proposer may incur from the disclosure of information or material to third parties.

11.0 **LEGAL POLICIES**

11.1 **Compliance**

The Consultant shall abide by and obey all applicable federal, state, and local laws, rules, regulations, and ordinances.

11.2 **Governing Laws and Requirements**

Performance of services herein shall be governed and construed in accordance with the laws of the State of California. The selected Consultant hereby agrees that in any action
relative to the performance of said services, venue shall be in the County of Los Angeles, State of California.

11.3 Public Releases

The Consultant agrees not to use or otherwise make public in any manner, either for profit or nonprofit, any of the information, data, procedures, systems, or documentation developed pursuant to the performance of services specified herein without the expressed written permission of WRD.

11.4 Business License

The Consultant will be required to show evidence of all valid and applicable business license(s), which must be in effect during the period of the performance of services specified herein.

11.5 WRD’s Property

All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.
EXHIBIT A – SCOPE OF SERVICES

NOTE TO PROPOSERS: This is the proposed Scope of Work for the services that are the subject of this RFP. Be advised that WRD reserves the right to modify this scope of work during contract negotiations with the Proposers selected as a result of this RFP process.

Proposers are to detail how they will provide the following services, accomplish the listed minimum requirements, and describe any additional services included as part of their proposal.

A-1. Purpose: Provide WRD with a hosted, web-based/Software-as-a-service (SaaS), E-Procurement solution software system designed to automate one or more of the following for WRD: procurement vendor management, purchase-to-pay, solicitation, evaluation, contract management processes, insurance and bond management, and emergency services and reporting.

A-2. Scope of Consultant’s Responsibilities, Consultant-Provided Services, and Consultant-Provided Deliverables: At the direction of and in consultation with WRD, Consultant shall configure, implement and provide WRD with E-Procurement solutions that will enable WRD stakeholders to perform various functions related to the procurement and contract management process. Services shall include, but are not limited to the following:

A. Specified Services:

1. Configure, implement and adequately train and support designated WRD staff to successfully launch an integrated E-Procurement solution software system (“System”). Features and functionality per proposed module, shall include, but not be limited to, the following modules:

   a. Vendor Self-Service Registration Module
      1) Web-page interface with WRD’s website;
      2) 24/7 vendor self-service registration, including business certification management with automatic renewal notifications, including entering of business licenses;
      3) Designate and Report on various business types (Small, Local, DBE, veteran owned business (VBE));
      4) Commodity/Service category codes (NAICS, NIGP, etc.)
      5) Vendor notification and emailing, vendor director search, filter, and profile viewing capabilities; and
      6) List other available options, if any.

   b. Solicitation Module
      1) Send automated email notifications to registered vendors of newly posted solicitations;
      2) Permit WRD staff to upload solicitations, solicitation templates, and solicitation related documents (RFP/RFQ/RFB/IFB, attachments, forms, drawings, addendums, question and answer documents, sign-in sheets, etc.)
in various formats (PDF, Word, Excel), track and report on vendor
notifications and downloads;
3) Permit WRD staff to manually add additional participants;
4) Permit registered vendors access to upload electronic submission (unless
designated format is paper only) in multiple files and document types;
5) Administrative support functionality such as on-line planholder lists,
distribution of digital addenda and distribution of project results;
6) Accept and verify bid bonds, verify receipt of addenda;
7) Provide a confirmation email for successful electronic uploads;
8) Track and report on vendor notifications and downloads;
9) Pre-bid meeting management and online Q&A management;
10) Sealed bids management;
11) E-bidding – line itemization (schedule of values, etc.)
12) Bid award functions, including both split and lump sum; and
13) List other available options, if any.

c. Evaluation Module

1) Automated bid tabulation and sealed bidding;
2) Permit WRD staff to register evaluation panel member with review and
scoring rules for structured collaboration;
3) Automate RFP evaluation functions: track notes and information
disseminated to and collected from evaluation panel members, include
sharing of documents, evaluation criteria development, pre-qualifying prior
to evaluation, review/score/rank matrix with/without knowledge of pricing,
monitor evaluator status, and consensus scoring;
4) Tabulate various methods of evaluation, finalize ranking per panel member
and provide a completed matrix; and
5) List other available options, if any.

d. Contract Management Module

1) Add/edit contract template drafting;
2) Track subConsultant information;
3) Upload contract documents;
4) View current and past contract history;
5) Ability to search for contracts by vendor name, contract number, type of
services, etc.
6) Contract modifications tracking (change orders, contract amendments, etc.)
7) Automate email tracking of milestones such as contract expirations, terms,
renewals, tasks, etc.
8) Generate standard and Ad-Hoc Reports, analysis, graphical charts, audit
trails, spend analytics and metrics tracking, reporting on purchase
transactions;
9) List other available options, if any.
e. Insurance Certificate Management Module
   1) Add/edit insurance certificates, Upload ACORD certificates in PDF;
   2) Broker/Agent and insurance administration;
   3) View existing and past ACORD certificates for history;
   4) Run reports (e.g. vendor name, insurance type, status, certificate dates, notes, contract title, contract administrator, project names);
   5) Integrated with AM Best;
   6) Automated notification settings, i.e. renewal, change, etc.;
   7) Custom email notifications;
   8) Flexible and configurable; and
   9) List other available options, if any.

f. Standard Reporting capabilities
   1) Solicitation/Project Outreach Reports;
   2) Activity and Management Reports;
   3) Vendor Reports and Searches;
   4) List other available options, if any.

g. Other available modules and features. List other available options, if any.
   1) For example, vendor self-subscription to custom events and notices.

h. Ensure security of web-based applications data:
   1) Maintain the privacy and confidentiality of vendor records;
   2) Protect against unauthorized web-based application intrusion;
   3) Provide automated data back-up; and
   4) Provide web-based application availability rate equal to or greater than 98%.

i. WRD access to web-based application:
   1) 24-hour access to application;
   2) Ability to control / restrict access by individuals; and
   3) List other available options, if any.

2. Training: Consultant shall provide an on-site training class on its System for WRD users at a date, time and duration agreed to by both parties. Please describe the proposed training class to include: curriculum, schedule and duration.

3. On-call Technical Support: at no additional cost to WRD and vendors, Consultant shall:
   a. Assist and resolve problems with vendors and WRD users;
   b. Remedy any hardware or software problems; and
   c. Provide other technical support available, if any.
B. **Additional Services:** If and when WRD requests Consultant to provide services in addition to those specified above, Consultant shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such Additional Services. Consultant shall not perform any Additional Services until WRD has issued a written notice-to-proceed with the execution of the work plan. Consultant will not be authorized to perform or invoice WRD for any work not specifically authorized in WRD’s notice-to-proceed.

A-3. **Non-financial Obligations of WRD:** WRD shall provide Consultant with:

A. WRD logo artwork, and

B. WRD “user” names.
### Exhibit B - Consultant and Subconsultant Status as LBE, SBE and VBE

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<thead>
<tr>
<th>Status of SBE and VBE</th>
<th>Office Locations &amp; LBE Status</th>
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<tbody>
<tr>
<td>Certification (SBE or VBE)</td>
<td>Certifying Agency</td>
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Note: The table continues with more rows and columns, but they have been omitted for brevity.
Exhibit C

Key Personnel Participation in Example Projects
## KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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<tr>
<th>NAMES OF KEY PERSONNEL</th>
<th>ROLE IN THIS PROPOSAL</th>
<th>EXAMPLE PROJECTS LISTED IN SECTION 4.2.1</th>
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<tr>
<td>John D.</td>
<td>Construction Manager</td>
<td>Const. Manager</td>
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<tr>
<td>Peter L.</td>
<td>Electrical Inspector</td>
<td>Elec. Inspector</td>
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### EXAMPLE PROJECTS KEY

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Exhibit D

WRD Standard Agreement for Professional Services
PROFESSIONAL SERVICES AGREEMENT

[INSERT CONTRACTOR NAME]

This Professional Services Agreement (the “Agreement”) is made and entered into this ___ day of __________, ______, by and between the Water Replenishment District of Southern California (“District”) and [Insert Contractor Name], (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain software and professional services upon the following terms and conditions.

1. Scope of Services. Consultant shall perform the scope of services and provide the products and software described in Exhibit A hereto (collectively, the “Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on Month, Day, Year and shall end on Month, Day, Year (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services.
performed or provided and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval. A budgetary amount not to exceed $__________ (which amount applies to Consultant’s fees and expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall
constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. License Grant; Ownership and Use of Documents.

5.1 Consultant hereby grants to the District a fully paid-up, non-exclusive, irrevocable, worldwide right and license to use the software expressly identified in Exhibit A, together with applicable documentation made available by Consultant relating to such software (collectively, the “Licensed Software”), throughout the term of this Agreement.

5.2 Excluding the Licensed Software, all other proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the property of the District.

5.3 Consultant further represents, warrants, and covenants to the District that: (a) it has and throughout the license term will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder; (b) neither its grant of the license, nor the Services or any other performance by or on behalf of Consultant under this Agreement does or will at any time require the consent, approval, or authorization of any third party, or require the provision of any payment or other consideration to any third party; (c) when used by the District in accordance with this Agreement, no Licensed Software as delivered or installed by Consultant does or will infringe, misappropriate or otherwise violate any third-party intellectual property rights; and (d) there is no settled, pending or threatened litigation, claim or proceeding (including in the form of any offer to obtain a license) challenging Consultant’s ownership of, or right to use or license, any Licensed Software, or alleging any adverse right, title or interest with respect thereto.

6. Publication of Project Information. Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.
7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed or the products or software provided under this Agreement. Consultant shall defend, indemnify, and hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.
9. **Instructions to Consultant.** In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following persons on behalf of the District: ____________________________.

10. **Subconsultant Services.** Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. **Compliance With Laws and Regulations; Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.
12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, any third-party infringement or misappropriation claims arising out of or related to the District’s use of any software, products, or services provided by Consultant (including, without limitation, the Licensed Software), Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of [insert contractor name] Professional Services Agreement.
the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorney’s fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101
If to the Consultant:

Contact Name
Address
Address
City, State ZIP
Phone:
Email:
Fax:

20. Amendments. This Agreement may be amended or modified only by a writing signed by the Parties hereto.

21. Integration; Construction. This Agreement sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. Effective Date. This Agreement is effective as of the date first set forth above.

23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

_____________________________ ______________________________
Signature Signature
John D. S. Allen Willard H. Murray, Jr.
Print Name Print Name
President, Board of Directors Secretary, Board of Directors
Title Title

[INSERT CONTRACTOR NAME], ("CONTRACTOR")

_____________________________
Signature

_____________________________
Print Name

_____________________________
Title

Approved As To Form
LEAL, TREJO APC

Leal • Trejo APC
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

[Insert detailed description of scope of work.]
EXHIBIT B
CONSULTANT RATE SCHEDULE

Attach provided Rate Schedule Here.

If Rate Schedule/Budget is not included in proposal, complete the following:

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement [insert appropriate language: at the hourly rates, monthly sum or the lump sum amount.]

2.0 A budgetary amount of $____________ (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

[Insert additional terms as needed after consultation with counsel.]
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ________________________________
Project Name: ________________________________

Refer to the Additional Insured Endorsements forms following:

Endorsement(s)

☑ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  - Form CG 20 10 11 85 (E1) or
  - BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract")
  - "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".
  - If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
  - Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
  - Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the _______ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

☑ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☑ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☑ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT E – SAMPLE INVOICE

[Consultant Company Name/Company Logo]  [Consultant Company Address]

INVOICE

To:
[WRD Project Manager]
Water Replenishment District
4040 Paramount Blvd.
Lakewood, CA 90712

INVOICE SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Task XX Subtotal</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Task XX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Name - Position</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
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</table>

[Subconsultants]

BILLING SUMMARY - Cumulative Total

<table>
<thead>
<tr>
<th>Billing</th>
<th>Task Order Total</th>
<th>Current Billing</th>
<th>Previous Billing</th>
<th>Total to Date</th>
<th>Balance Remaining</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task XX</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task XX</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Total All Tasks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Contract Amount | | | |
| Amendment XX | | | |
| Revised Contract Amount | | | |

TOTAL THIS INVOICE: [Enter Total Invoice Amount]
### EXHIBIT F – SAMPLE RATE SHEET

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Rate</th>
<th>Personnel Classification</th>
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<tbody>
<tr>
<td>Principal</td>
<td>$178.61</td>
<td>M1, M2, M3</td>
</tr>
<tr>
<td>Expert Engineer</td>
<td>$154.44</td>
<td>P6, P7, P8</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$110.32</td>
<td>P3, P4, P5</td>
</tr>
<tr>
<td>Engineer</td>
<td>94.56</td>
<td>P1, P2</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$152.34</td>
<td>P7, P8, M1</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$131.33</td>
<td>P4, P5, P6</td>
</tr>
<tr>
<td>Expert Geologist/Scientist</td>
<td>$144.99</td>
<td>P6, P7, P8</td>
</tr>
<tr>
<td>Senior Geologist/Scientist</td>
<td>$105.06</td>
<td>P3, P4, P5</td>
</tr>
<tr>
<td>Geologist/Scientist</td>
<td>$84.05</td>
<td>P1, P2</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$70.39</td>
<td>T4, T5, T6</td>
</tr>
<tr>
<td>Technician</td>
<td>$54.63</td>
<td>T1, T2, T3</td>
</tr>
<tr>
<td>Laboratory Program Manager</td>
<td>$99.81</td>
<td>P4</td>
</tr>
<tr>
<td>Senior CADD Operator</td>
<td>$84.05</td>
<td>T4, T5, T6</td>
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<tr>
<td>CADD Operator</td>
<td>$73.54</td>
<td>T1, T2, T3</td>
</tr>
<tr>
<td>Senior Administrative Assistant</td>
<td>$54.63</td>
<td>A3, A4, A5</td>
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<tr>
<td>Administrative Assistant</td>
<td>$50.43</td>
<td>A1, A2</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Years of Experience</th>
<th>Degrees</th>
<th>Other Credentials and Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>0 - 2</td>
<td>BA/BS</td>
<td></td>
</tr>
<tr>
<td>P2</td>
<td>2 - 4</td>
<td>BA/BS</td>
<td>Masters, Doctorate = 2 yrs exp.</td>
</tr>
<tr>
<td>P3</td>
<td>4 - 6</td>
<td>BA/MS</td>
<td>Masters, Doctorate = 2 yrs exp.</td>
</tr>
<tr>
<td>P4</td>
<td>6 - 8</td>
<td>BS/MS/PhD</td>
<td>Registration/certification</td>
</tr>
<tr>
<td>P5</td>
<td>8 – 10</td>
<td>BS/MS/PhD</td>
<td>Registration/certification</td>
</tr>
<tr>
<td>P6</td>
<td>10 – 12</td>
<td>BS/MS/PhD</td>
<td>Registration/certification</td>
</tr>
<tr>
<td>P7</td>
<td>12 – 15</td>
<td>BS/MS/PhD</td>
<td>Registration/certification</td>
</tr>
<tr>
<td>P8</td>
<td>15+</td>
<td>BS/MS/PhD</td>
<td>Registration/certification</td>
</tr>
<tr>
<td>M1</td>
<td>7 – 10</td>
<td>BS/MS/PhD</td>
<td>Registration possible</td>
</tr>
<tr>
<td>M2</td>
<td>10 – 12</td>
<td>BS/MS/PhD</td>
<td>Registration possible</td>
</tr>
<tr>
<td>M3</td>
<td>12+</td>
<td>BS/MS/PhD</td>
<td>Registration possible</td>
</tr>
<tr>
<td>A1, A2</td>
<td>0 – 5</td>
<td>High school diploma</td>
<td></td>
</tr>
<tr>
<td>A3, A4, A5</td>
<td>5 – 10+</td>
<td>High school diploma</td>
<td></td>
</tr>
<tr>
<td>T1, T2</td>
<td>0 – 5</td>
<td>High school diploma</td>
<td>OSHA, DOT, other training</td>
</tr>
<tr>
<td>T3</td>
<td>5 – 8</td>
<td>High school diploma, BA/BS</td>
<td>OSHA, DOT, other training</td>
</tr>
<tr>
<td>T4, T5</td>
<td>8 – 10+</td>
<td>High school diploma, BA/BS</td>
<td>OSHA, DOT, other training</td>
</tr>
</tbody>
</table>
EXHIBIT G: ACCEPTANCE LETTER

Company Name: ___________________________
Address: ___________________________
Telephone: ___________________________
Fax: ___________________________
Subject: Solicitation for RFP-18-001

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED: ___________________________

Signature

Name (please print)

Title

Date
MEMORANDUM
ITEM NO. 4

DATE: JUNE 27, 2018

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ELECTRONIC PROCUREMENT SOFTWARE SYSTEM

SUMMARY

In an ongoing effort to improve WRD's internal workflow processes there has been a need for an online bidding and contracts management system (E-Procurement) which would provide the options and capabilities to assist in streamlining the procurement and contract lifecycle processes. Much of WRD's current processes for managing procurement solicitations and contracts are decentralized and manually tracked. With an E-Procurement system it will greatly assist in automating many areas of the current process into a more organized, time-efficient, and streamlined manner, which will include improving areas such as better tracking management of vendor profile registrations and insurances, sending vendors automatic bid notifications based on the vendor’s registered business profile, the tracking of contracts and insurances before they expire, and the ease of use in navigating through a centralized software platform.

On May 23, 2018, the Administrative Committee approved WRD staff to prepare a Request for Proposal (RFP) for an Electronic Procurement (E-Procurement) Software System. Staff has now prepared the RFP and would like to release it

FISCAL IMPACT

None at this time

STAFF RECOMMENDATION

The Administrative Committee recommends the Board of Directors approve and authorize the release of the Request for Proposal (RFP) for an Electronic Procurement (E-Procurement) Software System.