



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

CHINO BASIN WATERMASTER

REQUEST FOR PROPOSAL FOR AUDIT SERVICES

I. INTRODUCTION

A. General Information

The Chino Basin Watermaster (CBWM or Watermaster) is requesting and accepting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2026, and up to two (2) subsequent fiscal years. These audits shall be performed in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of the Single Audit Act and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit organizations. Any revisions to these standards must be followed.

Responding firms (Offerors) shall be solely responsible for any expenses incurred in preparing proposals in response to this request. CBWM will not reimburse any costs related to proposal preparation. Proposals will not be accepted after the "closing" date listed below. Proposals shall be emailed and addressed to Mr. Todd M. Corbin at tcorbin@cbwm.org and contain the words "Response to Proposal - Audit Services". More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered. Mailed or courier delivered proposals will not be accepted.

To be considered, proposals must be received by Mr. Todd M. Corbin, General Manager at Chino Basin Watermaster by:

<i>Submittal Closing - 5:00 p.m. on Friday, February 20, 2026</i>
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Any responding firm may request the withdrawal of their submitted proposal, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time listed above. Upon receipt of the request to withdraw any proposal, CBWM will consider the Offerors proposal null and void. Withdrawal of the Offeror's proposal will not prejudice resubmittal for this or any future proposal(s).

CBWM reserves the right to reject any or all proposals submitted.

Insurance. The firm receiving the contract shall procure and maintain, for the duration of the contract, insurance as defined as follows: (a) General Liability Insurance of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit; (b) Professional Liability Insurance covering loss resulting from errors or omissions of Audit Firm with a liability limit of at least \$1,000,000 per occurrence; (c) Workers' Compensation and Employers Liability Insurance as required by the Labor Code of the State of California with statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident; and (d) Automobile

Liability Insurance of \$1,000,000 combined single limit per accident for bodily injury and property damage. The cost of such insurance shall be included in the proposal.

Review Process. During the evaluation process, CBWM reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of CBWM, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

CBWM reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the audit firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CBWM and the audit firm selected.

<i>Anticipated Date of Selection - Thursday, April 23, 2026</i>
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B. Terms of Engagement

An initial three (3) year agreement is contemplated, with an option to extend the engagement for up to an additional two (2) years. Upon the recommendation(s) of the Chino Basin Watermaster staff, the final selection and award of contract will be made by the Chino Basin Watermaster Board of Directors.

II. AGENCY BACKGROUND

Chino Basin Watermaster (“Watermaster”) was established under a judgment entered in Superior Court of the State of California for the County of San Bernardino as a result of Case No. RCV 51010 (formerly Case No. SCV 164327) entitled “Chino Basin Municipal Water District v. City of Chino, et al.”, signed by the Honorable Judge Howard B. Wiener on January 27, 1978. The effective date of this Judgment for accounting and operations was July 1, 1977.

Pursuant to the Judgment, the Chino Basin Municipal Water District (CBMWD) five-member Board of Directors was initially appointed as “Watermaster”. Their term of appointment as Watermaster was for five years, and the Court, by subsequent orders, provides for successive terms or for a successor Watermaster. Pursuant to the Advisory Committee recommendation, the Honorable J. Michael Gunn, on February 19, 1998, appointed a nine-member board to be the sole Watermaster separate from the CBMWD. The 1998 Board structure continues to this day.

Under the Judgment, three Pool committees were formed: (1) Overlying (Agricultural) Pool which includes the State of California and all producers of water for overlying uses other than industrial or commercial purposes; (2) Overlying (Non-Agricultural) Pool which represents producers of water for overlying industrial or commercial purposes; and (3) Appropriative Pool which represents cities, districts, other public or private entities and utilities. The three Pools act together to form the Advisory Committee.

The Watermaster provides the Chino Groundwater Basin service area with services which primarily include managing its Optimum Basin Management Program conceived in 2000 and recently updated in 2020 and is among the principal basin management document by which the Watermaster is court-ordered to administer. Additionally, Watermaster is responsible to account for acre footage of water appropriations, transfers, recharge, and stored water by agency, purchase of replenishment water, groundwater and ground-level monitoring and implementation of special projects as needed.

Watermaster expenditures are allocated to the Pools based on the prior year’s production volume (or the same percentage used to set the annual assessments). For example, allocations for fiscal year 2025-26 expenses are based on the 2024-25 production volume.

Watermaster's staff are led by the Board-appointed General Manager. The Watermaster currently employs a staff of eleven (11) full-time employees.

Prior year financial statements and detailed information on the Watermaster and finances can be found on our website at www.cbwm.org along with CBWM's current and previous Annual Reports, are accessible at www.cbwm.org/pages/reports/annual/.

A. Name and Telephone Number of Principal Contact

The auditor's principal contact with CBWM will be:

Ms. Daniela Uriarte, Senior Accountant, who will coordinate the assistance to be provided by CBWM to the auditor. Ms. Uriarte's telephone number is (909) 484-3888 and email address is duriarte@cbwm.org.

B. Financial Statements and Basis of Accounting

The financial statements of the Watermaster reports information using the accrual basis of accounting; accordingly, all of the current year's revenue and expenses are accounted for regardless of when the cash is received or paid. This accounting treatment is similar to the methods used by public sector organizations using the governmental fund method of accounting practices, and aids in answering the question of whether the Watermaster, as a whole, has improved or deteriorated as a result of this year's activities. Watermaster prepares and adopts its annual fiscal year budget on a basis consistent with generally accepted accounting principles.

C. Pension Plans

CBWM contributes to the California Public Employees' Retirement System (PERS), a public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. Actuarial services for these plans are provided by the California Public Employees Retirement System. Watermaster does not participate in the Social Security system.

CBWM also maintains a deferred compensation plan for employees under the Internal Revenue Code (IRC) Section 457. Under this plan, the employee may choose to defer income until retirement or termination. Since the funds are held by a Trustee, they are not reflected in the books and records of the Watermaster.

D. Financial Structure

Accounting software (general ledger, accounts payable, accounts receivable) is QuickBooks Online by Intuit. Payroll is currently being processed on a bi-weekly basis through BambooHR (an outside payroll services firm).

E. Availability of Prior Audit Reports and Working Papers

Watermaster's most recent audits were conducted by C.J. Brown & Company CPAs (previously named Fedak & Brown, LLP), with local offices located in Cypress and Riverside, California. Interested proposers who wish to review prior years' audit reports should view the information on the Watermaster's website at www.cbwm.org/pages/reports/annual/. If additional information is required, contact Mr. Todd Corbin, General Manager, at (909) 484-3888.

III. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

1. Financial Statements

The auditor shall express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The auditor shall prepare the basic financial statements, notes, and the required supplementary information and combining statements for all non-major funds, including assistance implementing GASB pronouncements related to the notes and any required adjusting journal entries. The auditor shall also be responsible for performing certain limited procedures related to the Required Supplementary Information (RSI), Management's Discussion and Analysis (MD&A), budgetary comparison information, and Supplementary Information.

2. Internal Controls

The auditors will evaluate the adequacy of the internal control system and, where weaknesses are noted, make appropriate recommendations for improvements. A management letter will be submitted by the auditing firm if material weaknesses are noted or if otherwise deemed appropriate.

3. Management Report(s) and Other Information

The auditor shall communicate in a letter any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall also be reported in a separate letter to the General Manager and to the Board of Directors.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware of to the Board of Directors and the General Manager.

4. Special Considerations

A. Typical Audit Schedule and Performance of Field Work

CBWM anticipates and expects the major field work for CBWM to begin no later than the first week of September each year. This does not include preliminary field work which may occur prior to the end of the fiscal year.

The auditing firm shall submit a draft of the financial statements and accompanying schedules no later than October 1, 2026, for the fiscal year 2025-2026 and a final version of the financial statements and accompanying schedules no later than November 2, 2026. For subsequent fiscal years, the draft reports due by October 1st and the final reports due by November 1st dates will remain in effect.

The auditing firm shall provide twelve (12) copies (including 1 digital copy) of the auditor's report, financial statements, supporting schedules, and management letters. Typically, this should be completed by November 10th of each year to be presented to the CBWM Board of Directors at either the November or December meeting. In addition to meeting with staff, the partner in charge of the audit shall also be available to attend at least one (1) Board of Directors meeting at which the audit report will be presented

and discussed. These Board presentation meetings usually take place on the 3rd Thursday of the months of November and December.

B. Working Paper Retention and Access to Working Papers

The auditing firm will make available its working papers and respond to all reasonable inquiries of successor auditors and others to review working papers of CBWM, upon CBWM's written consent. The work papers shall be made available within three (3) workdays, upon written request. The auditing firm will retain all working papers, at the audit firm's expense, for a minimum of seven (7) years, or longer, if required by generally accepted auditing standards.

IV. TIME REQUIREMENTS

Historically, the field work for the audit has been performed within the first or second week of September, after the close of the fiscal year of June 30th. The field work for the audit could continue as previously performed, or modified to anticipate that the audit work could be performed in two separate phases (A and B):

A. Interim Audit Work

Interim work could take place prior to the fiscal year closing of June 30th and would consist of planning and interim audit procedures (such as gaining an understanding of relevant systems, procedures and internal controls, selected compliance and transaction testing, etc.). Interim work has historically been performed within the second week of July.

B. Year-End Audit Work

The second phase would involve updating and completing the examination of the Basic Financial Statements and preparing opinion letters and other relevant financial reports. The year-end audit field work would be scheduled after June 30th and should be completed within one week or less. Any materially identified and proposed audit adjustments should be identified no later than the conclusion of audit field work. All adjusting journal entries made by the auditors must be discussed and explained to the Watermaster staff prior to recording. Journal entries should be in the format that shows the lowest level of posting detail needed for data entry in the general ledger system. Watermaster may desire to book non-material entries as a correction to a general ledger account. Since Watermaster desires that its books and the final audited financial statements agree, the auditors will book these entries, unless the audit process is so far along the statements have been prepared and booking the entry will cause undue work on the part of the audit firm.

C. Draft Reports

The Auditor shall provide CBWM with a complete draft of the Basic Financial Statements, including footnotes and supplementary schedules. CBWM will review and provide comments or responses to the auditors within 10 calendar days of receipt of each of the draft reports. The reports provided historically are as follows:

1. Independent Auditor's Report
2. Management's Discussion and Analysis (provided by CBWM staff)
3. Statement of Net Assets
4. Statement of Revenues, Expenses and Changes in Net Assets
5. Statement of Cash Flows
6. Notes to the Basic Financial Statements

D. Final Reports

The auditing firm shall provide twelve (12) copies (including 1 photo-ready copy) of the auditor's report, financial statements, supporting schedules, and management letters. Typically, this should be completed by November 10th of each year to be presented to the CBWM Board of Directors at either the November or December meeting. In addition to meeting with staff, the partner in charge of the audit shall also be available to attend at least one (1) Board of Directors meeting at which the audit report will be presented and discussed. These Board presentation meetings usually take place on the 3rd Thursday of the months for November and December.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**A. Statements and Schedules to be Prepared by the Staff of CBWM**

CBWM staff will prepare necessary schedules, provide documents (invoices, checks, Board minutes, etc.) and prepare (type) all confirmations. In addition, CBWM staff will be available to respond to any questions which may arise during the audit. CBWM staff will prepare the Management's Discussion and Analysis (MD&A) with assistance and review from the auditors.

B. Work Area, Telephones, Photocopying and Fax Machines

CBWM will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to a telephone line, photocopying facilities and wireless internet to be used for the audit.

C. Onsite and Remote Work Requirements

Audit services may be performed through a combination of onsite and remote work, as appropriate to the needs of the engagement, and in coordination with CBWM staff.

D. Report Preparation

Report preparation and printing for the Annual Financial Report shall be the responsibility of the Auditor.

VI. SELECTION PROCESS AND CRITERIA**A. Selection Process**

This request for proposal process is structured so that the principal factor in the selection of an independent auditor is the auditor's ability to perform a quality audit. Cost will not be the primary factor in the selection of the audit firm. The selection process will involve the review of the proposals for compliance with the requirements of the RFP. In addition, they will be evaluated for experience of assigned personnel with similar engagements, qualifications of the firm, and approach to the engagement. Cost will also be considered; however, this will not be the sole selection criteria. Based upon the review of the written proposals, those determined to most closely meet the needs of CBWM will be interviewed. A final recommendation will be made to the Board of Directors, who will ultimately award the agreement.

VII. PROPOSAL REQUIREMENTS

The information to be covered in your proposal is described in detail as follows:

A. Executive Summary

This will include a signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it is best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer until June 30, 2026. This section should include a brief description of the firm's approach to the project and include its project team.

B. Statement of Independence

The firm shall provide an affirmative statement that is independent of CBWM as defined by the U.S. General Accounting Office's Government Auditing Standards (1994 edition, with all subsequent amendments). The firm shall also provide an affirmative statement that it is independent of the component units of CBWM as defined by those same standards, if applicable. The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving CBWM or any of its component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give CBWM written notice of any such professional relationships entered into during the period of this agreement.

C. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in the State of California.

D. Firm Qualifications and Experience

The proposer shall state the size of its firm, the size of its governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and part-time basis, if applicable.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal auditor shall be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control/peer review, with a statement whether that quality control/peer review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

E. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in California. Provide

information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm. These personnel may also be changed for other reasons with the express prior written permission of CBWM. However, in either case, CBWM retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of CBWM, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

F. References - Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed (maximum of five (5) to be listed) in the last five years specifically that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

G. Specific Audit Approach

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference shall be made to such sources of information as CBWM's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the audit process.
2. Level of staff and number of hours to be assigned to each proposed segment of the audit process.
3. Sample size and the extent to which statistical sampling is to be used in the audit process.
4. Type and extent of analytical procedures to be used in the audit process.
5. Approach to be taken to gain and document an understanding of CBWM's internal control structure.
6. Approach to be taken in determining laws and regulations that will be subject to audit test work.
7. Approach to be taken in drawing audit samples for purposes of tests of compliance.
8. Extent of use of computer software in the engagement.

H. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from CBWM.

I. Report format

The proposal should include sample formats for required reports.

J. Cost Proposal

The cost proposal should include the information discussed in the section below.

VIII. COST PROPOSAL**A. Total All-Inclusive Maximum Price**

The total dollar cost bid shall contain all pricing information relative to performing the audit engagement for each of the three contract years as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. CBWM will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs shall not be included in the proposal.

B. Rates by Partner, Specialist, Supervisory and Staff Level, Times Hours Anticipated for Each

The bid shall include a schedule of professional fees and expenses, supporting the total all-inclusive maximum price for each year. The cost of any special services shall be disclosed as separate components of the total all-inclusive maximum price.

C. Rates for Additional Professional Services

If it should become necessary for CBWM to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between CBWM and the firm. Any such additional work agreed to between CBWM and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

D. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month. Final billing payment will be withheld pending delivery of the firm's final reports. Invoices for separate reports should be sufficiently detailed or segregated to facilitate the charging of costs to the programs being audited.

IX. PROPOSAL AMENDMENTS AND CLARIFICATIONS

Proposers are encouraged to carefully review the RFP in its entirety prior to submitting a proposal. CBWM may amend the Request for Proposals (RFP) and would do so by issuing a Notice of Amendment to all proposers. Proposers may only modify proposals if the modifications are received before the deadline for submission of proposals.

SCHEDULE “A”
PROPOSAL PRICE SCHEDULE

Offeror shall complete this Proposal Schedule and shall return with their submittal. All proposal costs shall include respective itemized costs associated with **all** labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. At any time, CBWM may require that these costs be itemized.

Offeror shall hold their prices firm-fixed, as indicated on an itemized, NOT-TO-EXCEED “Fee Schedule,” for the entire Contract Term.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions provided herein.

Hourly rates for expansion of services, if requested by Watermaster:

Principal:	\$_____ per hour
Audit Manager:	\$_____ per hour
Auditor:	\$_____ per hour
Associate:	\$_____ per hour
Clerical Staff:	\$_____ per hour
Travel Charges:	\$_____ per hour

Proposed NOT-TO-EXCEED fee to provide auditing services per this Request for Proposal as specifically described herein:

Fiscal Year Ending:

June 30, 2026	\$_____
June 30, 2027	\$_____
June 30, 2028	\$_____

Offeror Signature

Company Name

Printed Name

Business License Number

Title

Date

SCHEDULE “B”
OFFEROR’S IDENTIFICATION

1. Legal name of Offeror: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. E-mail Address: _____
6. Type of Business:
☐ Sole Proprietor ☐ Partnership ☐ Corporation Other
If corporation, indicate State where incorporated: _____
7. Business License number issued by the city where the Offeror's principal place of business is located.

Number: _____ Issuing City: _____
8. CPA License Number: _____
9. Federal Tax Identification Number: _____
10. Offeror's Project Manager: _____

**SCHEDULE “C”
REFERENCES**

Provide at least five (5) references for which similar services have been provided within the last three (3) years.

1. Agency: _____ Contact Person: _____
Address: _____ Telephone No.: _____
City/State/Zip: _____ Email Address: _____

2. Agency: _____ Contact Person: _____
Address: _____ Telephone No.: _____
City/State/Zip: _____ Email Address: _____

3. Agency: _____ Contact Person: _____
Address: _____ Telephone No.: _____
City/State/Zip: _____ Email Address: _____

4. Agency: _____ Contact Person: _____
Address: _____ Telephone No.: _____
City/State/Zip: _____ Email Address: _____

5. Agency: _____ Contact Person: _____
Address: _____ Telephone No.: _____
City/State/Zip: _____ Email Address: _____

SCHEDULE “D”
SUBCONTRACTORS

List any subcontractors who may perform any services on this Project:

1. Company: _____ License No.: _____
Location: _____ Expertise: _____

2. Company: _____ License No.: _____
Location: _____ Expertise: _____

3. Company: _____ License No.: _____
Location: _____ Expertise: _____

4. Company: _____ License No.: _____
Location: _____ Expertise: _____

5. Company: _____ License No.: _____
Location: _____ Expertise: _____

SCHEDULE “E”
WORKER’S COMPENSATION CERTIFICATE

The Offeror shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Offeror’s Signature

Company Name

Printed Name

Business License Number

Title

Date

SCHEDULE "F"
NON-COLLUSION AFFIDAVIT

(Per Public Contract Code Section 7106)

State of California)

) ss.

County of _____)

_____, being first duly sworn, deposes and says

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Offeror's Signature

 Company Name

 Printed Name

 Business License Number

 Title

 Date

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, 20____.

(Seal)

 Notary Public

**SCHEDULE “G”
EXCEPTION FORM**

Should Offeror take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal" - list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "***NONE***" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

SCHEDULE “H”
WAIVER/RELEASE OF LIABILITY FORM

I, the undersigned, on behalf of _____ (hereinafter called Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Chino Basin Watermaster’s facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Firm’s employees. For the privilege of storing/leaving any and all Contractor-owned equipment, materials, and supplies at the Chino Basin Watermaster’s facilities, Contractor agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Chino Basin Watermaster’s facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Chino Basin Watermaster, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Contractor’s employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Chino Basin Watermaster, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Contractor is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Contractor, and of my own free will.

By:

Representative’s signature

Date

Print Name

Title