

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.5
(ID # 18514)

MEETING DATE:
Tuesday, April 05, 2022

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve the Professional Service Agreement (PSA) for Indirect Recovery Maximization Analysis Services with Capital Accounting Partners, LLC for one year through April 30, 2023 with the option to renew for two additional one year periods, All Districts. [Tiered % of recovered funds as specified in PSA; 100% General Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement (PSA) with Capital Accounting Partners, LLC for Indirect Recovery Maximization Analysis Services without seeking competitive bids for a tiered % of the recovered funds as specified in Exhibit B of the PSA for one year with the option to renew for two additional one-year periods through April 30, 2025; and authorize the Chair of the Board to sign the agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the agreement including modifications that make modifications to the scope of services that stay within the intent of the agreement.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 5, 2022
xc: E.O.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0.00	\$0.00	\$0.00	\$0.00
NET COUNTY COST	\$0.00	\$0.00	\$0.00	\$0.00
SOURCE OF FUNDS: General Fund			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County may be eligible to receive reimbursements for indirect costs for federal and non-federal grant programs. This is a request to approve the professional service agreement with Capital Accounting Partners, LLC (CAP) to help coordinate this indirect cost recovery effort intended to help reduce costs and increase revenues from these federal and non-federal grant programs.

CAP will provide an all-in-one complete list of grants to the County Executive Office that will give insight into the grants across the County as well as help the Executive Office understand what funds are available to make strategic decisions on NCC funds and other necessary planning for the County to be sustainable. CAP will provide negotiated indirect cost rates for all service areas of the County to use on future grants and match requirements.

Impact on Residents and Businesses

This is a highly specialized area of cost recovery that when outsourced will free up time and money spent on labor for County staff. It will also enable County staff to use their time more effectively and therefore be of better service to the residents of Riverside County. Overall, this will retrieve tax-payers' money that otherwise most likely would remain uncollected.

Additional Fiscal Information

CAP is getting paid on a contingency fee basis. The vendor will get paid on funds identified for reimbursement at the time of collection of funds by the County departments.

% Contingency	Dollar Range
20%	\$0 - \$200M
15%	\$200M - \$500M
10%	\$500M - \$1Bil
2%	\$1Bil +

The applicable fee percentages in the table above apply also if the County departments would have collected reimbursable funds that were neglected to be submitted by a department within thirty (30) days after such claims have been identified and completed by CAP.

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Contract History and Price Reasonableness

CAP is an expert who understands the value and the nuances of how accurate and complete cost plans and ICRP's to leverage the rates for Indirect Cost Recovery Maximization to bring additional unanticipated revenue into the County. CAP not only has extensive experience working with counties preparing cost plans and ICRP's, CAP has direct experience with the County of Riverside since 2005. This experience working with various departments throughout the County enables CAP to understand the needs of the County. CAP will be able to jump right in and speed up the process to get to the end goal of maximizing all opportunities available for additional revenue. CAP brings over twenty years of experience working with every level of government from the federal cognizant agencies, States, and local level governments.

CAP will be compensated on a contingency plan based on how much revenue they are able to identify and recover for the County. There is no financial risk or upfront expense to the County.

ATTACHMENTS:

ATTACHMENT A: SSJ – Capital Accounting Partners, LLC

ATTACHMENT B: Professional Service Agreement with Capital Accounting Partners, LLC


Suzanne Hackley, Assistant Director of Purchasing and Fleet Service 3/11/2022

PROFESSIONAL SERVICE AGREEMENT

for

INDIRECT RECOVERY MAXIMIZATION ANALYSIS SERVICES

between

COUNTY OF RIVERSIDE

and

CAPITAL ACCOUNTING PARTNERS, LLC



APR 05 2022 3.5

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This Agreement, is made and entered into this ____ day of _____, 2022, by and between Capital Accounting Partners, LLC, a California limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, provided by CONTRACTOR.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through April 30, 2023, unless terminated earlier, with the option to renew for two additional one-year periods by written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to the COUNTY department that requested the services.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PSA-0004050; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, . In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being

sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is

understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for

disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Capital Accounting Partners, LLC
3570 Buena Vista Drive
Sacramento, CA 95864

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within then (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of

Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its

Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained

continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a

third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

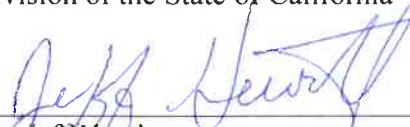
23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CAPITAL ACCOUNTING PARTNERS, LLC, a California limited liability company

By: 
Name: Jeff Hewitt
Title: Chair of the Board of Supervisors

DocuSigned by:

By: _____
Name: Nicolie Cass Lettini
Title: Member/Manager

Dated: APR 05 2022

Dated: 3/29/2022

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

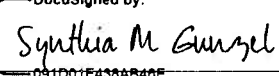
DocuSigned by:

By: _____
Synthia M Gunzel
Chief Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

- 1. Indirect Cost Recovery Services.** CONTRACTOR will coordinate provision of the following indirect cost recovery Services to COUNTY intended to help reduce costs and increase revenues from federal and non-federal grant programs for which COUNTY may be eligible to receive reimbursements for indirect costs:

1.1. Calculation of COUNTY's indirect cost rate proposals (ICRP) for the following fiscal years:

- FY 2018/2019
- FY 2019/2020
- FY 2020/2021
- FY 2021/2022
- FY 2022/2023

(with the intention of maximizing eligible cost reimbursements).

Additional rate will be calculated for FY 2023/2024 based on actuals from FY 2021/2022 but no fees will be collected by Capital Accounting partners based on the draw downs of grants past FY 2022/2023 rates

- 1.1.1. Meetings between CONTRACTOR and COUNTY to facilitate data collection.
- 1.1.2. Assistance with ICRP review, updating and finalization.
- 1.2. Submit COUNTY's ICRP for approval by the applicable government agency.
- 1.3. Negotiate the ICRP on COUNTY's behalf with the cognizant agency.
- 1.4. Review COUNTY's grant portfolio and relevant notices of funding availability for requirements and restrictions on grants relating to indirect cost recovery.
 - 1.4.1. Work with COUNTY's personnel to identify which funding sources already have been issued for immediate drawdown and which require submission through the grant program for approval.
 - 1.4.2. Reach out to and negotiate with grant programs that require approval of additional reimbursement based on a negotiated indirect cost rate agreement.
- 1.5. Prepare and review drawdown requests and manage the cost recovery process until COUNTY receives funding.
 - 1.5.1. Work with COUNTY's personnel to prepare drawdown claims based on the applicable grant program protocols.
 - 1.5.2. Calculate potential reimbursement amounts.
 - 1.5.3. For its part, COUNTY covenants to (i) submit/process with the cognizant agency all claims for drawdowns that it has prepared with assistance from CONTRACTOR; and (ii) notify CONTRACTOR within five (5) business days after COUNTY's submission of any drawdown claim that such drawdown claim has been submitted. In addition, COUNTY acknowledges and agrees that COUNTY is responsible for confirming the accuracy of all calculations and documentation prepared prior to being submitted to any grant program.

For detailed stages to cover the summary of steps above CONTRACTOR will follow and accomplish the following eight (8) step milestone plan:

2. Milestone Plan

2.1 MILESTONE 1: PROJECT INITIATION

- 2.1.1 Hold preliminary conference to review requirements, current allocation plan methods, determine means for consultants to obtain copies of current cost allocation plan/indirect cost rate documentation, and schedule key meetings with staff.
- 2.1.2 Work with staff to update or refine project scope, purpose, uses and goals to ensure that the cost allocation plans will be accurate and appropriate for the agency's needs.
- 2.1.3 Review project schedules and answer any questions pertaining to the development of the plans.

2.2 MILESTONE 2: INTERVIEW DEPARTMENTAL STAFF

- 2.2.1 Conduct interviews with applicable departments to develop service provisions, cost categories, and allocation criteria for current programs.
-
- 2.2.3 Schedule and hold individual interviews with necessary staff to discuss information needed by our consultants to complete the Indirect Cost Rate Proposals (ICRP).
- 2.2.4 Report on other matters that arise during our review and evaluation that, in our professional opinion, the Agency should consider.
- .

2.3 MILESTONE 3: COLLECT DATA AND PREPARE COST ALLOCATION PLAN & INDIRECT COST RATE(S)

- 2.3.1 Collect all necessary information from the staff to prepare draft ICRP's, such as revenue and expenditure reports, functional information, staffing information and statistical data.
- 2.3.2 Prepare and deliver ICRP(s) draft that is fully compliant with the 2 CFR Part 200 subpart E-Cost Principles .416 and Appendix V and VII.

2.4 MILESTONE 4: REVIEW DRAFT PLAN

- 2.4.1 Our experts will review the draft proposal with Agency staff, explain methodologies, answer questions, and collaborate on necessary revisions based on staff feedback.
- 2.4.2 Meet with department heads to present and discuss the plan so there is a clear understanding of the content and assurance of accuracy.
- 2.4.3 Meet with all additional staff from other departments to answer questions and go over ICRP's to ensure complete accuracy in preparation.

2.5 MILESTONE 5: FINALIZE INDIRECT COST RATE(S)

2.5.1 Update drafts based on previous meetings, questions, and revisions to produce a finalized ICRP(s).

2.6 MILESTONE 6: SUBMIT FOR APPROVAL TO OBTAIN NEGOTIATED INDIRECT COST RATE (NICRA)

2.6.1 Submit the 2 CFR Part 200 Cost Allocation and Indirect Cost Rate(s) to federal cognizant agency for approval.

2.7 MILESTONE 7: PRESENT INDIRECT COST RATES (AS REQUESTED)

2.7.1 As requested, deliver presentations to Agency leadership and other key stakeholders to facilitate their understanding of the plan and its implications to the Agency

2.8 MILESTONE 8: APPLICATION OF NICRA AND COST PLAN TO RECOVER REVENUE

2.8.1 Gather all necessary grant portfolio information to determine allowable indirect cost for each grant in portfolio from all necessary departments.

2.8.2 Collect reports on actual draw down (direct and indirect) vs. award amounts on all grants to determine balances.

2.8.3 Collect all grant match requirements.

2.8.4 Assist Agency staff to produce report and all supplemental information to submit to funding agency for immediate drawdown.

2.8.5 Develop Total Revenue Recovery report to determine amount of increased revenue recovery from all for possible indirect revenue areas: Cash Drawdown on grants, indirect cost utilization on match grants, cost allocation internal charges to outside funds and user fees.

3. Final Work Product

3.1 All in one complete list of grants for the County Executive Office to have insight into the grants across the County as well as understand availability of funds to make strategic decisions on NCC funds and other necessary planning for the County to be sustainable.

3.2 Negotiated Indirect Cost Rates for all service areas of the County to use on future grants and match requirements.

4. Streams of Revenue to Recover

The below streams are applicable to Indirect cost recovery service fees in Exhibit B.

4.1 Cash Draw Down on grants: (available as soon as rate is negotiated, and claim is processed)

4.1.1 Full Indirect cost reimbursement on Negotiated indirect cost rate (NICRA) for

eligible grants.

4.1.2 Grants with Admin Cap - Maximize administrative cap that was awarded. (Delta between actual spent with the cap and the NICRA to draw down FULL award even if direct was not fully drawn down) Go back 2 years and open grants and maximize draw down.

4.2 Match grants: (if existing match grants, then NICRA can be immediately replaced as matched and funding that was budgeted can be redirected and used on other things. If new, then as new ones come available)

4.2.1 Replace direct cost match with NICRA indirect cost and use the NICRA as your match instead of direct cost you got from other sources.

**EXHIBIT B
PAYMENT PROVISION**

1. Indirect Cost Recovery Services Fees.

% Contingency	Dollar Range
20%	\$0 - \$199,999,999.99
15%	\$200M - \$499,999,999.99
10%	\$500M - \$1Bil
2%	\$1Bil +

- 1.1. The Fees payable by COUNTY for CONTRACTOR's performance of the indirect cost recovery services described above are (i) the applicable percentages in the table above of COUNTY's collected reimbursements from COUNTY's submitted drawdown claims, and (ii) the applicable percentages in the table above of the reimbursements that COUNTY would have collected from drawdown claims that COUNTY fails to submit within thirty (30) days after such claims have been completed.
- 1.2. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings with COUNTY (including implementation, training, operations and support).
Travel expenses must be pre- approved by COUNTY.
- 1.3. COUNTY will be invoiced not more than monthly for Fees arising from the Services.



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor Capital Accounting Partners LLC
Fulfillment Address LLCp - Services: (preferred)
 3570 Buena Vista Dr
 Sacramento, California 95864 United States
Vendor Phone +1 916-670-0001
Distribution
 The system will distribute purchase orders using the method(s) indicated below:
 Check this box to customize order distribution information.
Email (HTML Body) Contract tillman@capitalaccountingpartners.com

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Indirect recovery maximization analysis for the County.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Capital Accounting Partners' (CAP) Nicolie Cass (Nicky) is an expert who understands the value and nuances of how accurate and complete cost plans and ICRP's to leverage the rates for Indirect Cost Recovery Maximization to bring additional unanticipated revenue into the County. Nicky not only has extensive experience working with counties preparing cost plans and ICRP's she has direct experience with Riverside County since 2005. This experience working with various departments throughout the County will allow her to better understand the needs of the County as well as be able to jump right in to speed up the process to get to the end goal of maximizing all opportunities available for additional revenue to the County. Nicky brings over twenty years of

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

\$ of Contingency -- Range of \$
 20% = \$0-200M

experience working with every level of government from the federal cognizant agencies, States, and local level governments.

15% = \$200M-500M
10% = \$500M-\$1BIL
2% = \$1BIL+

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

The Executive Office is requesting this analysis to better understand and identify areas of additional opportunities of revenue for the County.

4. Period of Performance 04/01/2022

From:

Period of Performance To: 03/31/2025

Is this an annually renewable contract or is it fixed term?

Fixed Term

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
Indirect recovery maximization analysis - Tier 1 estimate	50,001.00

5. Price Reasonableness:

Capital Accounting Partners' (CAP) has been working with different County departments for several years and the Executive Office believes their rates are appropriate for the service provided and their level of expertise. CAP will be compensated on a contingency plan based on how much revenue they are able to identify for the County.

Projected Board of Supervisor 2/22/2022

Date (if applicable):

Commodity Code 95001

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	Indirect recovery maximization analysis - Tier 1 estimate - \$50k+
----	--

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Costs associated are based on recovery findings.

Current Year Cost Total: 50,001.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
 - Previously approved SSJ's
 - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by

Date Approved

Sole Source Number

Approval

This section to be filled out by Purchasing Management only upon approval. Suzanna Hinckley 3/7/2022

Total 50,001.00