



Santa Ana Watershed Project Authority

CELEBRATING 40 YEARS OF INNOVATION, VISION, AND WATERSHED LEADERSHIP

Terry Catlin
Commission
Chair

July 30, 2009

Celeste Cantú
General
Manager

I. REQUEST FOR PROPOSALS (RFP)

Eastern
Municipal
Water
District

The Santa Ana Watershed Project Authority (SAWPA) will receive sealed proposals until **2:00 p.m., on August 25, 2009.** Proposals must be received at SAWPA by the date and time herein above set forth, 11615 Sterling Avenue, Riverside, California, 92503.

REQUEST FOR PROPOSAL FOR ALL SERVICES NECESSARY TO CREATE, DEVELOP, AND DELIVER THE "2nd ANNUAL STATE OF THE SANTA ANA RIVER WATERSHED CONFERENCE 2010"

Inland
Empire
Utilities
Agency

A non-mandatory **Pre-Proposal Meeting** has been scheduled for **August 10, 2009, at 1:00 p.m. at SAWPA, 11615 Sterling Avenue, Riverside, California 92503.** Participation is encouraged and a conference call line will be made available upon request.

Orange
County
Water
District

San
Bernardine
Valley
Municipal
Water
District



Celeste Cantú
General Manager

Western
Municipal
Water
District



ATTENTION CONTRACTORS

In addition to the Request for Proposal, this package includes the following. If any items are missing from your proposal package, please contact SAWPA.

General Provisions

Contract Provisions

Proposal Format and Content

Evaluation Procedures

Evaluation Criteria

Attachment A: *Cost Proposal Form

Attachment B: *Non-Collusion Affidavit

Attachment C: *Acknowledgement of Insurance Requirements

Attachment D: Terms and Conditions

Attachment E: Scope of Work

Attachment F SAWPA Key Priorities

*These pages must be submitted and sealed in a separate envelope.

Key Dates

It must be understood that time is always of the essence, both for the RFP submittal and contract completion. Contractors are advised of the key dates and times shown below and are expected to adhere to them.

<u>Event</u>	<u>Date</u>
1. Release of RFP	July 30, 2009
2. Pre-Proposal Meeting	August 10, 2009 1:00 PM
3. RFP Response Submission due	August 25, 2009 2:00 PM
4. Anticipated Contract Award	September 1, 2009
5. Delivery of Conference	Late Winter/Spring 2010

II. BACKGROUND

The Santa Ana Watershed Project Authority (SAWPA) is a joint powers authority created in 1967 to plan, construct, and operate water projects in the Santa Ana River Watershed. It is comprised of five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

Since its formation, SAWPA has been on the forefront of water resource planning for the region. Formed originally as a regional planning agency, SAWPA undertook the first water quality management program study for the Santa Ana River Watershed.

In light of the growing need to address safe reliable water infrastructure, voters of the State of California passed Proposition 84 in 2006, which allocated \$1 billion to integrated regions throughout the State. Concurrent with this support, significant water crises have arisen which has prompted SAWPA and the regional stakeholders

to work in collaboration in what is now known as the One Water One Watershed (OWOW) process.

The vision of the OWOW process is a sustainable Santa Ana River Watershed that is drought proofed, salt-balanced, and supports economic and environmental viability. To achieve this vision, stakeholders must address four major crises or threats which we have labeled the Four Horsemen of the Apocalypse. They are as follows: 1) Colorado River Drought Conditions resulting in reductions of imported supply due to upper basin entitlements and continued long-term drought; 2) San Joaquin Delta Vulnerability resulting in reductions or loss of supply due to catastrophic levee failure or changing management practices of the Delta; 3) Population Growth and Development resulting in interruptions in hydrology and groundwater recharge while increasing water needs; and 4) Climate Change resulting in reduced water supplies combined with increased water needs in the region.

On January 29, 2009, the first annual State of the Santa Ana River Watershed was held and brought together over 50 sponsors from the Santa Ana River Watershed. The Conference was attended by more than 1,000 persons.

SAWPA is interested in entering into a private-public partnership to create, develop, and deliver the 2010 State of the Santa Ana River Watershed Conference. Also responsible for the outcome and achievement of conference goals, SAWPA contributes staff time and resources in the planning, organization, and execution of the event. A private-public partnership would allow SAWPA to offset part of its expenses while relying on expert knowledge provided by the private sector. SAWPA believes that a profit-sharing mechanism would be beneficial to both the agency and the Contractor. SAWPA anticipates their staff costs to be well over \$20,000 and expects to receive a minimum of \$10,000 to defray that cost. Additionally, SAWPA expects a minimal of 3% of total gross revenue.

II. GENERAL PROVISIONS

The following general proposal provisions, contract provisions, including appendices, all attachments, and terms and conditions provided herein shall apply to all proposals.

A. Cost Proposal Form – The Cost Proposal Form (Attachment A) along with Non-Collusion Affidavit (Attachment B), Acknowledgement of Insurance Requirements (Attachment C), Proposal and Acknowledgement of all Addendum Confirmation Forms, if applicable, shall be submitted and sealed in a separate envelope within the submittal package. The Cost Proposal Form shall be completed in full with all blank spaces properly filled in. The Cost Proposal Form shall be properly executed by a duly authorized agent of the firm or company. **Facsimile (FAX) transmission of proposals will not be accepted.**

B. Proposal Validity – Proposals submitted hereunder shall be valid for a period of not less than 60 calendar days from the date of submittal.

C. Disqualification of Proposals – More than one proposal from any person, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any Contractor is interested in more than one proposal will be cause for rejecting all proposals by that Contractor in which such Contractor is interested. Apparent collusion among the Contractors will likewise be sufficient cause for rejecting any or all proposals, and the participants in such

collusion may be eliminated from future proposing. The enclosed Non-Collusion Affidavit must be executed and submitted with the proposal (Attachment B).

The wording of the proposals shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Contractor will render the proposal irregular and may cause its rejection. Erasures or interlineations in the proposal must be explained and initiated by the Contractor. SAWPA reserves the right to reject any and all proposals, extend deadlines, and enter into negotiations with any Contractor.

D. Receipt of Proposals – Three (3) copies of the proposal plus one (1) original proposal, must be received in a sealed package at SAWPA by the time and date called for.

Any proposal(s) received after the time and date stipulated will be disqualified and returned to the Contractor(s), showing time and date received at SAWPA. The official time is as indicated at the SAWPA reception desk.

E. Addenda – Any SAWPA change to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Contract. SAWPA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Contractors are not entitled to rely on any oral representations made by SAWPA or its employees and agents.

F. Clarifications – Should a Contractor require clarification of this RFP, the Contractor shall notify SAWPA in writing in accordance with Section G below. Should it be found that the point in question is not clearly and fully set forth, SAWPA will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.

G. Inquiries – Prospective Contractors are required to put all RFP questions, clarifications or comments in writing and email to SAWPA at onewateronewatershed@sawpa.org. Questions, clarifications or comments must be received no later than **2:00 p.m. on August 10, 2009**. The Contractors must verify that SAWPA received email transmission by contacting Ms. Sara Villa at (951) 354-4220.

III. CONTRACT PROVISIONS

A. Contract – SAWPA will require the Contractor to whom the contract is awarded (“Awarded Service Provider”) to enter into an agreement binding all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents.

B. Assignment of Contract – This contract shall not be assigned to another Service Provider without prior written authorization of SAWPA.

C. Award – SAWPA may negotiate contract terms with the tentatively selected Contractor prior to award, and expressly reserves the right to negotiate with several Contractors simultaneously and, thereafter, to award a contract to the Contractor offering the most favorable terms to SAWPA.

SAWPA reserves the right to award its total requirements to one (1) Contractor or to apportion those requirements among several Contractors as SAWPA

may deem to be in its best interest. In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain Contractor's most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor. SAWPA reserves the right to award the contract to the Contractor it believes, in its sole discretion, is the most qualified, and may not award the contract to the apparent lowest Contractor.

D. No Commitment to Award – This RFP is not an offer. Issuance of this RFP and receipt of proposals does not commit SAWPA to award a contract. SAWPA expressly reserves the right to postpone the proposal opening, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Contractor concurrently, or to cancel all or part of this RFP.

E. Contract Term – The services provided under this Contract shall be completed as outlined in the Scope of Work.

F. Governing Law – The Contract with the Awarded Service Provider shall be governed by the laws of the State of California.

G. Termination – SAWPA reserves the right to terminate the Contract, in whole or in part, without cause, at any time, by written notice to Awarded Service Provider. Such notice of termination shall terminate the Contract and release SAWPA from any cost or claim by the Awarded Service Provider other than for work performed to the date of termination. Upon receipt of a termination notice, the Awarded Service Provider shall immediately discontinue all work under the Contract (unless the notice directs otherwise).

H. Pre-Contractual Expenses – Pre-contractual expenses are defined as any expenses incurred by the Contractor including, without limitation, the following: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to SAWPA; (3) negotiating with SAWPA any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. SAWPA will not, under any circumstance, be liable for any pre-contractual expenses incurred by Contractors, and Contractors shall not include any such expenses as part of their proposals. The subsequent discovery by SAWPA of evidence that such expenses have been included in the Offer of the Awarded Service Provider will be considered a material breach of the Contract by that Provider resulting in a deductive Change Order in favor of SAWPA and termination of the Contract.

I. Insurance – Contractors must meet all insurance requirements as outlined in Attachment C, the "Acknowledgement of Insurance Requirements and Certification of Ability to Provide Coverages Specified" affidavit, which must be executed and submitted with the proposal. Certificate of Insurance shall only be completed by the Awarded Service Provider, and SAWPA shall be an additional insured on Awarded Service Provider's comprehensive liability insurance coverages, with the right of subrogation waived as to SAWPA.

J. Drug Free Workplace – All employees of the Awarded Service Provider must adhere to, and comply with, the California Drug Free Workplace Act, Sections 8350 through 8357.

K. Permits, Ordinances and Regulations – Any and all fees required by State, County, City and/or municipal laws, regulations and/or tariffs that pertain to work performed under the terms of this Contract shall be paid by the Awarded Service Provider.

L. Independent Contractor - It is further understood that the Awarded Service Provider, and its employees, agents and subcontractors, in performing the related Contract operate as **independent contractors** and not as employees or agents of SAWPA.

IV. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals shall be typed, double-spaced, double-sided and submitted on 8 ½" x 11" size paper, using a single method of fastening. Proposals shall be limited to a maximum of 25 pages, including any supporting documentation.

For ease of review, the data submitted shall be organized in a logical manner.

B. Letter of Offer

A Letter of Offer shall be addressed to SAWPA and shall, at a minimum, contain the following:

1. Identification of Contractor, including name; qualifying licenses, certifications, or registrations; address; email address; and telephone number.
2. Proposed working relationship between Contractor and subcontractors, if applicable.
3. Name, title, address, email address, and telephone number of contact person during period of proposal evaluation.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 60 calendar days from the date of submittal.
5. Signature of a person authorized to bind Contractor to the terms of the proposal.

C. Technical Proposal

1. Qualifications, Related Experience and References of Contractor

This section of the proposal should establish the ability of Contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Contractors shall:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- b. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Contractor's ability to complete the project.
- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- d. Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Contractor's experience working with each subcontractor.
- e. Provide as a minimum three (3) California references for the projects cited as related and comparable experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Contractor may also supply references from other work not cited in this section as related experience.
- f. Describe equipment and tools to be used.

2. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Contractors to manage the project as well as identify key personnel assigned. Contractors shall:

- a. Provide education, experience, and applicable professional credentials of project staff.
- b. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- c. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- d. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- e. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff.
- f. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of SAWPA.

3. Work Plan

Contractors shall provide a narrative that addresses the Scope of Work and shows Contractors' understanding of SAWPA's needs and requirements. Contractors shall:

- a. Describe the approach to completing the tasks specified in the Scope of Work.

- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. Identify methods that Contractors will use to ensure quality control, as well as budget and schedule control for the project.
- d. Submit a milestone schedule with said tasks and tentative completion dates.

Contractors also may propose procedural or technical enhancements/innovations to the Scope of Work, which do not materially deviate from the objectives or required content of the project.

4. **Exceptions/Deviations**
Exceptions/deviations are strongly discouraged. If the Contractor feels an exception/deviation is required, then Contractors shall state any exceptions to or deviations from the requirements of this RFP.

D. Appendices

Information considered by Contractors to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

V. EVALUATION PROCEDURES

An Evaluation Committee comprised of the SAWPA Commission, staff and/or member agency staff, in accordance with the criteria listed below, will evaluate all proposals received as specified. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed.

The final selection of an Awarded Service Provider to perform this service will be the Contractor, which in SAWPA's opinion, is the most qualified, responsive and responsible, and meets SAWPA's requirements in providing this service and is in SAWPA's best interest. SAWPA maintains the sole and exclusive right to evaluate the merits of the proposals received. SAWPA reserves the right to award the Contract to an Contractor that meets the above criteria.

VI. EVALUATION CRITERIA

SAWPA will evaluate the Offers received based on the following criteria (in no particular order) including, but not limited to:

1. Qualifications of the Contractor

Technical experience in performing work of a closely similar nature; experience working with public agencies; financial strength and stability of the Contractor; strength, stability, experience and technical competence of Contractor's subcontractors, if any; assessment by Contractor's references.

2. Staffing and Project Organization

Qualifications of Contractor's staff, key personnel's level of involvement in performing related work cited in "Qualifications of the Contractor" section; logic of project

organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. Work Plan

Depth of Contractor's understanding of SAWPA's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet established project milestones and deadlines; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

4. Financial

Reasonableness of the projected costs and revenues will be considered with other offers received; adequacy of data in support of quoted amounts; and reasonableness of individual task budgets.

5. Completeness of Response

Completeness and responsiveness of the Offer in accordance with RFP instructions; exceptions to or deviations from RFP requirements which SAWPA cannot or will not accommodate; other relevant factors not considered elsewhere. Any errors, omissions, insertions or other irregularities in an Offer may be grounds for rejections of such an offer as determined in the sole discretion of SAWPA, no matter how minor, insignificant or immaterial such irregularity may appear to be.

ATTACHMENT A

COST PROPOSAL FORM

RFP for “2nd Annual State of the Santa Ana River Watershed Conference”

Due Date and Time for Proposal Submittal: August 25, 2009, at 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Contractor’s proposal will be considered irregularities and may be cause for rejection of the Contractor’s proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or “strike-outs” must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive. The cost proposal shall be submitted in a separate envelope provided herein. All envelopes shall be clearly marked with the Specification number and envelope content. Submit total Contract amount not-to-exceed, as follows:

Task	Units	Quantity	Unit Price	Total
Task 1 – Scope of Work				
Task 2 – Conference Theme and Program				
Task 3 – Technical and Organizational Preparation				
Task 4 – Conference Delivery				
Task 5 – Conference Follow-up				
TOTAL GROSS EXPENSES				
Contribution to SAWPA				
Projected Gross Revenue				
3% Profit Sharing to SAWPA				

NOTE: Profit sharing shall be calculated from Gross Profit, including but not limited to contributions, sponsors and revenues, less conference expenses.

The Contractor shall provide, in separate cover, a breakdown of all activities associated with each task, including labor, materials, equipment, and other incidentals necessary to provide such task. All indirect costs shall be identified.

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

STATE OF _____ }
COUNTY OF _____ } ss.

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

Name of Contractor

Bidder (Affiant)

Subscribed and sworn to before me this _____ day of _____, 2009.

My commission expires:

Notary Public.

ATTACHMENT C

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The CONTRACTOR shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on a subcontract until all insurance required for the Subcontractor has been obtained.

OWNER reserves the right to establish different coverage limits for Commercial General Liability and Property Damage including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the SERVICE PROVIDER shall meet the following requirements:

1. Service Provider shall procure and maintain for the duration of this Contract insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:
 - A. Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$1,000,000 per occurrence for bodily injured, 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 the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Liability Coverage Form.)
 - B. Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)
 - C. Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.
 - D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SAWPA in advance.
 - E. SAWPA as Additional Insured. The Commercial General Liability and Automobile Liability Policies shall provide that SAWPA, its officers, officials, employees, agents, volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For

any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to SAWPA, its officers, officials, employees, agents, volunteers shall be excess to Service Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to SAWPA.

- F. Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment for any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Service Provider, its employees, agents and subcontractors.
- G. Acceptability of Insurers. Insurance required by this Section 14 is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-:VII, unless otherwise approved by SAWPA in writing.
- H. Coverage Verification. Service Provider shall furnish SAWPA with original certificates and amendatory endorsements effecting coverage required by this Section 14. All certificates and endorsements shall be in a form acceptable to SAWPA. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section 14.

The SERVICE PROVIDER shall have presented, at the time of execution of the Contract, the Insurance Certifications and Endorsements required in the Contract.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND
CERTIFICATION OF ABILITY TO PROVIDE COVERAGE SPECIFIED

(To be filled out by Insurance Agent, Carrier, Provider)

I, _____, the _____ of
(President, Manager, Owner)

(Name of Company, Corporation)

certify that these insurance requirements have been read and understood and that

(Name of Insurance Provider)

is able to provide the coverage, as specified.

Signature of President, Manager, Owner

Date

ATTACHMENT D

TERMS AND CONDITIONS

1. **APPROVAL.** This is of no force or effect until signed by both parties. Service Provider shall not commence performance until such approval has been obtained.
2. **AMENDMENT.** No amendment or variation of the terms shall be valid unless made in writing and signed by the parties. No oral understanding is binding on any of the parties.
3. **COMPLIANCE WITH LAWS AND REGULATION.** The Service Provider agrees that it shall, at all times, comply with, and require all of its subcontractors to comply with, all applicable federal, state, and local laws, rules, regulations, guidelines. Service Provider, and its subcontractors, shall obtain and pay for all appropriate permits and licenses in order to perform the scope of work required by this Work Order.
4. **GOVERNING LAW.** This Work Order shall be governed by the laws of the State of California.
5. **ASSIGNMENT OF CONTRACT.** This shall not be assigned by Service Provider without prior written authorization from the Santa Ana Watershed Project Authority ("SAWPA".)
6. **CONTRACT TERM.** The services provided under this Work Order shall be completed as outlined in the Scope of Work.
7. **TERMINATION.** SAWPA reserves the right to terminate, in whole or in part, without cause, at any time, by written notice to Service Provider. Such termination shall release SAWPA from any further liability, fee, cost or claim by the Service Provider other than for work performed to the date of termination. Upon receipt of a termination notice, the Service Provider shall immediately discontinue all work (unless that notice directs otherwise.) SAWPA shall thereafter, within thirty (30) days of receipt of a valid invoice, pay the Service Provider for unpaid work performed to the date of termination.
8. **PREVAILING WAGE LAW.** SAWPA is subject to the provisions listed in the prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts may be applicable to this Work Order. If required by law, Service Provider shall not pay less than the prevailing wage.
9. **DAMAGE TO SAWPA PROPERTY.** Any SAWPA property damaged by the Service Provider, or its employees, agents or subcontractors, shall be repaired or replaced by the Service Provider at no cost to SAWPA.

- 10. DRUG FREE WORKPLACE.** Service Provider's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.
- 11. SAFETY.** Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA From any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Work Order.
- 12. INDEMNIFICATION.** Service Provider shall hold harmless, defend and indemnify SAWPA and its officers, officials, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, fines, penalties, and costs (including, without limitation, attorney's fees and litigation expenses) of every nature arising out of or in connection with Service Provider's performance of the work under this Work Order or its failure to comply with any of its obligations contained in this Work Order, except such loss or damage which was caused by the active or sole negligence or willful misconduct of SAWPA.
- 13. INSURANCE REQUIREMENTS.** Service Provider shall procure and maintain for the duration of this agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:
- A. Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$1,000,000 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 the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form).
 - B. Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto).
 - C. Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.
 - D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SAWPA in advance.
 - E. SAWPA as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that SAWPA, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this

Work Order, the Service Provider's insurance coverage shall be primary as to SAWPA, its officers, officials, employees, agents, and volunteers. Any insurance maintained by SAWPA, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to SAWPA.

- F. Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Service Provider, its employees, agents and subcontractors.
- G. Acceptability of Insurers. Insurance required by this Section 14 is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A:VII, unless otherwise approved by SAWPA in writing.
- H. Coverage Verification. Service Provider shall furnish SAWPA with original certificates and amendatory endorsements effecting coverage required by this Section 14. All certificates and endorsements shall be in a form acceptable to SAWPA. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section 14.

14. RIGHT TO REVIEW SERVICES, FACILITIES AND RECORDS. SAWPA reserves the right to review any portion of the services performed by the Service Provider, and the Service Provider agrees to cooperate to the fullest extent possible. The Service Provider shall furnish to SAWPA such reports, statistical data, and other information pertaining to the Service Provider's services as may be reasonably required by SAWPA.

The right of SAWPA to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by the Service Provider shall not relieve the Service Provider of any obligation.

15. PERMITS, ORDINANCES AND REGULATIONS. Any and all fees required by State, County, local laws, regulations and/or tariffs that pertain to work performed shall be paid by the Service Provider.

16. INDEPENDENT CONTRACTOR. The Service Provider, and its employees, agents and subcontractors operate as **independent contractors** and not as employees or agents of SAWPA.

17. DISPUTES. Contractor shall continue to perform as required during any dispute between SAWPA and Service Provider.

18. TIMELINESS. Time is of the essence. The Service Provider agrees to be bound by the schedule presented.

19. UNENFORCEABLE PROVISIONS. In the event that any provision is unenforceable or held to be unenforceable, then the parties agree that all other provisions shall continue to be in full force and effect and shall not be affected thereby.

20. DISPUTE RESOLUTION. Any dispute, which may arise, shall first be submitted to non-binding mediation. Should any dispute remain unresolved by the mediation, then the parties shall submit the dispute to binding arbitration. In the event of any litigation or arbitration between the parties, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all such costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

ATTACHMENT E

SCOPE OF WORK

Scope and Description

The Santa Ana River Watershed faces several challenges including reduced reliability of water supplies due to increasing need for water due to population growth, increasing awareness about the environmental needs for water, the impacts of development on groundwater sustainability, and climate change. These issues put future quality of life, economic prosperity, and environmental health at risk. We face these risks in part because of changing circumstances, but also because historical planning practices have been constrained by the thinking, capacity, and competencies of isolated organizations and functions. ***Achieving a sustainable watershed community demands watershed-based thinking, appropriate investment, extraordinary leadership, and the skills to significantly change planning practices and how organizations work together.***

The conference entitled, “The 2nd Annual State of the Santa Ana River Watershed Conference” is to further develop a regional “Santa Ana River Watershed” identity and commitment that encourages cooperation in addressing regional issues; informs those that manage water resources of possible interdisciplinary conflicts and potential solutions; and engages land use planners and business community.

The Contractor, working in consultation with SAWPA staff, shall create, develop and deliver a balanced one day Watershed Conference available to residents of the Santa Ana River Watershed and others from the larger water community. The goal of this Conference is to further educate decision-makers, while encouraging involvement, support and interest in discovering long-term regional solutions to water problems.

Contractor’s Tasks, Responsibilities, and Deliverables

The Contractor shall be responsible for the performance of the work as set forth herein and for the preparation of products as specified in this Scope of Work. The Contractor’s Project Representative shall promptly notify SAWPA of proposed changes that could affect the scope, budget, or schedule of work performed under this agreement. The specific number of topics, length of discourse, format and logistics can be modified by mutual consent of SAWPA and Contractor, provided the changes can be accomplished within the total budget allocations. All tasks listed below shall be in consultation and with the approval of SAWPA.

Task 1: Develop a Detailed Scope of Work

The Contractor shall provide a detailed Scope of Work based on Tasks 2- 5. The Scope of Work shall be submitted prior to initiating any project related activities. The Contractor shall attend a meeting with SAWPA to discuss and modify the proposed Scope of Work. No work shall be provided by the Contractor until SAWPA has agreed to a final Scope of Work.

Task 1: Deliverables

1. Draft Scope of Work
2. Meeting/workshop with SAWPA staff to discuss final Scope of Work
3. Revised and final Scope of Work

Task 2: Development of Conference Theme and Program

Working in consultation with SAWPA staff, the Contractor shall design a one day Conference that will concentrate on the most current and complex Integrated Regional Watershed Management Planning, water quality, water use efficiency, and water supply topics. Issues to be discussed shall be based on SAWPA's One Water One Watershed Plan, and the key priorities identified in Attachment F.

Task 2: Deliverables

1. Message development regarding the watershed approach, system planning, water use efficiency, collaboration across political and functional boundaries, water quality and water supply issues.
2. Develop Conference theme.
3. Identification of expert speakers.
4. Instructional material selection and development.
5. Multi-media equipment selection.
6. Plan program agenda.
7. Identification of venue and other accommodations (specific venue and conference set-up shall be authorized by SAWPA).
8. Invitation design.
9. Identification of moderator(s) and coordinator of event.
10. Consultations with SAWPA board and staff, when requested.
11. Prepare a contingency plan for last-minute speaker cancellation(s).

Task 3: Technical and Organizational Preparation

Task 3: Deliverables

1. Invitations to and confirmations from speakers and attendees.
2. Reserve and confirm venue, including all accommodations as appropriate.
3. Arrange for audio streaming and pod cast of the Conference.
4. Confirm multi-media requirements, including any equipment required.
5. Finalize web based and on-site registration form and evaluation form.
6. Prepare written handouts, Power Point, DVD or other presentations.
7. Solicit materials and/or written presentations from speakers, if available.
8. Finalize program agenda.
9. Prepare informational packet(s) for attendees and/or speakers, if required.

Task 4: Deliver the Conference

The Conference is to be held in the Santa Ana River Watershed, California, during late Winter or Spring, 2010, subject to coordination of other major water events scheduled in the watershed. . The Conference will be one day for approximately 1,000 attendees. A detailed conference program shall be presented to SAWPA for approval.

Task 4: Deliverables

1. Administration of program agenda by moderator(s) and coordinator.
2. On-site registration, including name badges for speakers and attendees.
3. Set-up and operate any equipment.
4. Set up venue(s) as appropriate, including signage.
5. Distribution of handouts and other materials.
6. All educational and other materials generated prior or during the Conference become property of SAWPA. Following delivery of the workshop, all teaching, learning, and assessment materials will be packaged and delivered in a format that facilitates the use of that material in future classes and/or events which may be offered by SAWPA.

Task 5: Workshop Follow-Up

Task 5: Deliverables

1. Evaluation summary.
2. Follow-up meeting with SAWPA staff, to discuss achievement of established goals.
3. Thank you letters to speakers.
4. Provide a list to Board members of other educational opportunities, if available.

Acceptance Criteria

It shall be SAWPA's sole determination as to whether a deliverable has been successfully completed and acceptable to SAWPA. There must be a signed acceptance document for each deliverable before invoices can be processed for payment.

Acceptance criteria shall consist of the following:

- Reports on written deliverables are completed as specified and approved.
- All deliverables must be in a format that can be used by SAWPA; this includes, but it's not limited to electronic files provided in both MS Word (latest version) and PDF formats; and, databases in MS Access (latest version).
- If a deliverable is not accepted, SAWPA shall provide the rationale in writing within five days of receipt of the deliverable or upon completion of acceptance testing period.

Other Reporting Requirements

On a weekly basis, the Contractor shall prepare and deliver a status report describing deliverables completed and planned deliverable dates. The Contractor shall develop and provide ad hoc reports as deemed appropriate and necessary by SAWPA.

ATTACHMENT F

SAWPA'S KEY PRIORITIES

A Sustainable (Successful) Santa Ana Watershed Community

This means having enough high-quality water for people, a healthy economy, and a healthy environment. High quality means the right quality for the intended use or environment.

A Watershed Focus and Vision

This means understanding the current state of the watershed and having a clear vision for what the watershed should look like in the future.

Innovative Thinking and Planning

This means proactively advancing a holistic watershed approach in planning methods that ask the right questions, generate new standards, increase collaboration between agencies, and connect isolated functions.

Appropriate Investment

This means securing enough investment in time to meet future needs and fostering innovative and more efficient investment.

Sustainable Funding Sources

This means ensuring that funding is available when needed and not at risk from decisions made outside the community or the watershed.

Strong, Collaborative Leadership

This means collaborating across boundaries and facilitating inclusive discussions that provide a safe harbor for professionally vetting important issues and making fair decisions.

Facilitating Change that Leads to Compelling Results

This means proposing and shepherding innovative projects, solutions, and policies that provide compelling benefits. It also means securing the political support to allow change to occur.

Building Relationships and Community Trust

This means listening to diverse opinions and developing relationships that help policy makers support needed change and investment. It also means helping the watershed community send a consistent message on sustainability, water use efficiency, planning, California Friendly Landscaping and investment, thus minimizing mixed messages and confusion.