



REQUEST FOR PROPOSALS

*THE SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)
INVITES CONSULTANTS TO SUBMIT THEIR PROPOSALS FOR:*

CLOUD-BASED VOICE OVER IP PHONE SYSTEM

You are invited to submit your proposal for the services to complete the above project. Proposals are due at SAWPA, 11615 Sterling Avenue, Riverside, CA 92503 by **12:00 noon PST on Thursday, September 19, 2019**

Copies of the RFP and the detailed information regarding the submission of the proposal are available at the SAWPA office and may be obtained upon request. This RFP is available at the SAWPA website (www.sawpa.org) in Adobe Acrobat (PDF) format. You may email Dean Unger at dunger@sawpa.org to obtain a copy and for further information.



Santa Ana Watershed Project Authority

DATE: August 23, 2019
TO: Interested Consultants
FROM: Dean Unger, IT Manager
SUBJECT: Cloud-Based Voice over IP Phone System

INVITATION

You are invited to submit a Proposal for the referenced services together with a Fee Schedule that includes an estimate of costs per task to complete the project. Please include your estimate of other direct costs charged to this project. Please submit five (5) paper copies and one (1) digital copy of your Proposal.

Proposals are due at SAWPA, 11615 Sterling Avenue, Riverside, CA 92503 by **12:00 noon PST on Thursday, September 19, 2019**. Proposals received after the date and time specified above will not be considered.

Proposals shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

Proposals and inquiries relating to this Request for Proposals shall be submitted to:

Dean Unger
IT Manager
SAWPA
11615 Sterling Avenue
Riverside, CA 92503
dunger@sawpa.org

Email inquiries relating to this Request for Proposals should include “Cloud-Based VoIP Phone System” in the subject header.

BACKGROUND

The Santa Ana Watershed Project Authority (the “Agency” or “SAWPA”) is joint powers authority under California law, composed 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.

SAWPA delivers regional water solutions supporting its member agencies. The authority plans and builds multi-benefit projects increasing water supply, protecting water quality, providing recreation opportunities and restoring the environment of the Santa Ana River Watershed.

As a facilitator of regional collaboration, SAWPA hosts many meetings, often with large groups of participants, and frequently needs to engage participants remotely. SAWPA also participates in many other organization’s meetings, often through conference calls or webinars. Most SAWPA employees rely extensively on communications technology for performance of their jobs.

PROJECT DESCRIPTION

The Agency’s phone system was installed in 2014 with an on-site Mitel Hybrid PBX system with compatible phones. The system has 33 5320e IP phones with an associated SAWPA personnel, 4 5320e IP phones at various locations throughout the building, 2 Mitel UC360 Conference Phones, and 1 5340e phone at the front desk. There is also a software conference bridge that manages conferences calls up to 30 callers. We have recently purchased an 86” Dell touchscreen monitor and Logitech MeetUp – conference camera.

The Agency is seeking a qualified vendor to upgrade and/or replace the existing phone system with a fully-hosted cloud-based system that can continue to utilize the existing AT&T internet service, provide new phones and headsets if needed, install the system, and conduct training with staff. The Agency would like proposals for using the existing IP phones and one with new equipment recommended by the vendor. The vendor will provide recommendations on fail overs in the event of an earthquake or power failure. The vendor will provide a detailed list of conference features as well as conference call pricing.

A final Scope of Work will be made a part of the professional services agreement between SAWPA and the consultant. A copy of the template agreement anticipated to be used by SAWPA is included in Attachment B.. A single document will be prepared between the Consultant and SAWPA consistent with the provisions of these attachments.

It is important that the consultant have the capability to work closely with the Agency staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings that are required to satisfy this requirement.

SELECTION PROCESS

The Agency will establish a committee to review the proposals. This review will be followed by an oral interview and product demonstration between a review committee and the firm(s) that responds best to the RFP. Based on the recommendations of the review committee, Agency staff will meet with the most qualified consultant or consultant team and will attempt to negotiate a final Scope of Work and a Fee Schedule for the project. The final Scopes of Work will include a full description of each task, a description of deliverable products, and a schedule of the due dates for the deliverable products and other important milestones. Upon successful completion of negotiations, the consultants or consultant teams will be recommended to the SAWPA Commission for final selection and contract approval.

Should the most qualified consultant or consultant team and SAWPA fail to successfully negotiate a final scope of work and a mutually agreed upon Fee Schedule for these consulting services, then SAWPA reserves the right to enter negotiations with the next most qualified candidate for performance of the work.

Further, the Agency may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the firm offering the most favorable terms to the Agency. Proposals submitted, therefore, should contain the proposers' most favorable terms and conditions, because the selection and award may be made without further discussion with any proposer. The Agency will submit the proposal considered to be the most responsive and competitive to the Commission for consideration and selection. The Agency reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The evaluations will be based upon the following criteria:

1	<u>Firm Profile</u> : Does the firm offer the breadth and quality of services required for the types of projects listed in the Scope of Work	5 points
2	<u>Project Team</u> : Do the qualifications of key personnel to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel and sub-consultants have requisite education, experience, and professional qualifications? Does the firm's organizational structure show sufficient depth for its present workload?	15 points
3	<u>Relevant Project Experience</u> : Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?	15 points
4	<u>Feature Needs Met</u> : How well has the firm described and met the requested features as outlined in the Scope of Work. Is the description of each feature, enough to make a reasonable evaluation?	20 points
5	<u>Specific Approach</u> : How will the firm, specifically the key personnel assigned to the project, apply its techniques and resources to ensure the project is properly completed? How will key personnel approach problems when they arise? Will the location of the firm's offices facilitate installation and training staff on the new system?	20 points
6	<u>References</u> : Are the firm's references from past clients and associates favorable? Does the firm show financial and operational stability?	10 points
7	<u>Cost</u> : Are the firm's cost for services competitive and reasonable?	15 points

Total of 100 possible points

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Proposals and any addenda will be posted on the Agency's website (www.sawpa.org). Questions and answers regarding the request for proposals will also be posted on the website. All potential bidders are responsible for checking the website for any addenda to the bid documents. To receive email notifications of addendums to this Request for Proposals, prospective proposers must submit an email request to the Project Manager.

Any requests for clarification or exceptions to requirements in this Request for Proposals must be received by the Agency no later than **12 noon, Pacific Standard Time, on Thursday, September 19, 2019**, to guarantee response or consideration. Responses to questions concerning this Request for Proposals posed before this deadline will be posted on the Agency's website (www.sawpa.org).

SUBMITTAL REQUIREMENTS/PROPOSAL FORMAT

All interested firms are required to submit five (5) hard copies and one (1) digital copy of their Proposal to perform the requested consulting services. The Proposal must include the names and qualifications of all personnel to be employed on the project. The Proposal must provide a short description of the firm's experience with projects that relate to this Scope of Work. A list of relevant past clients must be included.

A. Project Team

The Proposal shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The Proposal shall demonstrate that the key personnel have the time available to work on the project. The Proposal shall include the estimated number of hours individual personnel will dedicate to the project.

B. Demonstrated Knowledge

The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts.

C. Work Plan

The Proposal shall include the consultant's proposed approach to the development and implementation of the scope of work, broken out by tasks which demonstrate the consultant's knowledge and understanding of the project and the constraints and challenges associated with performing the tasks outlined in the scope of work.

D. Cost Proposal

The Proposal must include a cost proposal. The Proposal must contain three overall costs for the project as well as cost by task. The first overall cost must include current phone system hardware as outlined in Attachment A: Scope of Work and the second overall cost must include the purchase of new hardware that will be provided by the submitting vendor. The third overall cost should have the lease of new hardware that will be provided by the submitting vendor. An estimate of hours by task is also required for each overall cost scenario, including all project work including Agency staff training.

E. Proposed Schedule of Work and Deadlines

The Proposal must include availability of the Project Team to conduct work within the anticipated timeframes.

F. References

The Proposal shall include at least three (3) recent references from past clients for similar types of work.

All Proposals must be submitted to Dean Unger, IT Manager, Santa Ana Project Authority, 11615 Sterling Avenue, Riverside, CA 92503 **by 12:00 noon on Thursday, September 19, 2019.**

PROPOSED SCHEDULE

Date/ Timeframe	Task
August 22, 2019	Distribute RFP
August 30, 2019	Deadline for requests for clarification or exceptions
September 19, 2019	Proposals due
September 25, 2019	Review and rank proposals
September 26, 2019	Interviews (if necessary)
October 1, 2019	Select top ranked consultant, negotiate contract
October 15, 2019	Present consultant contract to SAWPA Commission for approval

MISCELLANEOUS

A. Modification or Withdrawal of Submittals

Any Proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, however, the modified Proposal must be received by the time and date specified above.

B. Property Rights

Any Proposals received within the prescribed deadline become the property of SAWPA and all rights to the contents therein become those of SAWPA.

C. Confidentiality

Before posting the Commission meeting agenda wherein award of the contract is recommended to the Commission, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. Upon posting of the Commission meeting agenda, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

D. Amendments to Request for Qualifications

SAWPA reserves the right to amend the Request for Proposals by addendum before the final Proposal submittal date.

E. Non-Commitment of SAWPA

This Request for Proposals does not commit SAWPA to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services.

All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

F. Conflict of Interest

The prospective consultant shall disclose any financial, business or other relationship with SAWPA that may have an impact upon the outcome of this contract or SAWPA construction project. The prospective consultant shall also list current clients who may

have a financial interest in the outcome of this contract or SAWPA projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on SAWPA projects.

G. Final Selection and Protests

The RFP process is considered concluded when a contract is awarded by the SAWPA Commission. The firm recommended is not a final selection and no contract is certain until approved by SAWPA Commission.

Protestants shall submit a detailed written statement of protest to:

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

no later than five (5) days prior to the Commission meeting to enable proper consideration by the Commission.

QUESTIONS

If you need assistance or have any questions, please email Dean Unger, IT Manager, at dunger@sawpa.org.

Attachments:

- A. Scope of Work
- B. Sample SAWPA General Services Agreement

ATTACHMENT A

SCOPE OF WORK

INTRODUCTION

The Santa Ana Watershed Project Authority is joint power authority under California law, composed 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.

SAWPA is a Joint Powers Authority that delivers regional water solutions supporting its member agencies. The authority plans and builds multi-benefit projects increasing water supply, protecting water quality, providing recreation opportunities and restoring the environment of the Santa Ana River Watershed.

SCOPE OF WORK

The Santa Ana Watershed Project Authority is seeking the following features in the deployment of a new phone system:

- Fully-hosted, cloud-based PBX service
- Administration portal
- Automated attendant with phone menu
- Ability to set business hours and after-hours with different responses from the auto-attendant
- Music on hold
- Port current phone numbers (33 estimated) and phone number extensions that match the existing 3-digit extensions (951-354-2XXX)
- Dial-by-name directory
- Conference calling
- Caller identification
- Call forwarding
- Call park
- Do not disturb
- Missed call notifications
- Voicemail
- Voicemail-to-email
- Visual voicemail
- Multiple voicemail greetings
- Office 365 integration
- Internet fax
- Mobile application to allow for off-site access to calling, texting, and voicemails using the staff member's office extension

The Agency requires the following hardware that is fully-compatible with the proposed new phone system:

- Thirty-nine (39) high-quality desktop VoIP phones that include a color display, speakerphone, presence, integrated Gigabit 2-port Ethernet switch, integrated Power over Ethernet (PoE) support (Class 2), and dedicated RJ-9 headset port. Example: Polycom VVX-411 or similar.
- Two (2) receptionist expansion modules.
- Two (2) conference phones. Example: Mitel Uc360 or similar.

The Agency requires the following consultant services:

- Full set-up and installation of the new system, including configuring the hardware and software, and testing for operability. This must be coordinated with Agency staff to minimize downtime of the phone system.
- Training sessions for Agency staff on how to use the new phone system and key features.
- After-installation technical support services.

ATTACHMENT B
Sample SAWPA General Services Agreement



SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this ___ day of _____, 20__ by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, CA, 92503 and _____ ("Consultant") whose address is _____.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 20__** unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV

CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees to:

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;

4.03c Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

4.03d Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

4.03e Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A.M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

4.05 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.06 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving a 10-day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel

assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or

