



SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR PROPOSALS

FOR

**DATA MANAGEMENT SYSTEM SOFTWARE
FOR THE INLAND EMPIRE BRINE LINE
PRETREATMENT PROGRAM**

February 2025

**REQUEST FOR PROPOSALS
FOR
SANTA ANA WATERSHED PROJECT AUTHORITY
DATA MANAGEMENT SYSTEM SOFTWARE FOR THE INLAND EMPIRE
BRINE LINE PRETREATMENT PROGRAM**

NOTICE TO SUBMITTING FIRMS

Proposals submitted in response to this RFP as described herein, will be submitted to Planet Bids at: <https://pbsystem.planetbids.com/portal/52676/portal-home>

1. Submit electronically, as a single Adobe Acrobat (PDF) file, with search capability to ensure readability and compatibility, **not more than 10 pages long** (not including cover letter, exhibits, and resumes), and **not more than 10 megabytes in size**.
2. All proposals must be received by **3:00 p.m. (PST) on Thursday, March 13, 2024**.
3. Prospective Offerors are required to submit all RFP questions, clarifications, or comments through Planet Bids' Q&A system at:
<https://pbsystem.planetbids.com/portal/52676/portal-home>.
Questions, clarifications, or comments must be received no later than **Monday, March 3, 2025, at 4:00 pm PST**.
4. Any changes to this RFP are invalid unless specifically modified by SAWPA and issued as a separate addendum document. Should there be any question as to changes to the content of this document, SAWPA's copy shall prevail. It is the submitting firm's sole responsibility to ensure that their submittal, inclusive of any or all addenda, is received at the proper place at the proper time. SAWPA will not accept submittals after the due date/time listed above.

**REQUEST FOR PROPOSALS
FOR
DATA MANAGEMENT SYSTEM SOFTWARE FOR THE INLAND EMPIRE
BRINE LINE PRETREATMENT PROGRAM**

1) Introduction

Agency Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD). To learn more about SAWPA please visit www.sawpa.gov

Background

SAWPA's Inland Empire Brine Line Pretreatment Program has used a Database Management System (DMS) software since 2014. SAWPA is requesting proposals to replace or otherwise update this system with a new DMS. The DMS is necessary to administer SAWPA's industrial pretreatment program in accordance with the requirements of the Code of Federal Regulations (§40CFR403). The software system is configurable. This configurability allows SAWPA staff to make changes (application data, reports and forms) without requiring programming support from the vendor. This feature allows SAWPA to customize the software quickly and without additional cost for programming by the vendor.

Project Description

The project is to provide software development and configuration, to install and test the application, provide training and documentation, provide ongoing technical support, and other tasks as described in the RFP. The application will be accessible remotely through the internet by Member Agencies and other agencies that are part of SAWPA's Pretreatment Program. Additionally, the new DMS will have improvements to streamline data entry demands of SAWPA and agency staff with CROMERR certification to allow for electronic reporting of pretreatment submittals.

Services

The general requirements for services of the DMS shall include: 1) standardized software specific to industrial pretreatment; 2) software system configurability; 3) software ease-of-use; 4) portal for electronic reporting and compliance with CROMERR and 5) pretreatment market longevity.

2) Schedule

| | |
|---|---|
| February 5, 2025 | Issue Request for Proposals |
| March 13, 2025 | Proposals due (3:00 p.m.) |
| April 2025 | Contract Award |
| July 1, 2025 | Deliver completed information management system application to SAWPA including all project specific tailoring |
| July 31, 2025 | Provide documentation and complete training |
| August 1, 2025 | Support trial use of software |
| October 1, 2025 | Implement use of software |
| Annual software updates and ongoing technical support | |

3) Proposal Instructions and Conditions

- a) **Pre-Contractual Expenses** - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP.
- Submitting that proposal to SAWPA.
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement.
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract.

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

- b) **Authority to Withdraw RFP and/or Not Award Contract** – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).
- c) **Right to Reject Proposal** – SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.
- d) **Discrepancies in Proposal Documents** – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.

- e) **Oral Statements** - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.

4) **Scope of Work**

The software proposal will include, but not be limited to the following tasks:

- a) The general requirements include: 1) standardized off-the-shelf software specific to industrial pretreatment; 2) software system configurability; 3) software ease-of-use and 4) pretreatment market longevity.
 - i) The software shall be a proven industrial pretreatment software program, readily deliverable with a minimum of vendor education and has already been through several versions. Software shall be upgradable in a cost effective manner as new features are made available. The vendor shall provide a mature software product specific to industrial pretreatment program management, tracking and reporting.
 - ii) The software shall be configurable. The configurability requirement must allow SAWPA staff to make changes (application data, reports and forms) without requiring programming support from the vendor. This feature shall allow SAWPA to customize the software quickly and without additional cost for programming by the vendor.
 - iii) The software shall be easy to use. "Easy-to-use" software is defined to promote and facilitate use while requiring less training for SAWPA pretreatment personnel. Ease of use shall promote efficiency in managing, reporting and distributing information between SAWPA and other associated staff, both internal and external to the SAWPA organization.
 - iv) The software shall have industrial pretreatment market longevity. As long-term use is required, the vendor shall provide industrial pretreatment software upgrades and support necessary to keep the software current with existing and emerging federal, state and local pretreatment laws and regulations. SAWPA will work with a vendor who can demonstrate that the vendor will be in a position to provide future software upgrades that are consistent with trends in the industrial pretreatment market.
 - v) The software shall work within the existing SAWPA IT standards and environment. Any potential conflicts shall be noted and a description of how the conflicts will be overcome will be included with the Vendor's proposal.
- b) The specific requirements of the software includes:
 - i) Web/Cloud based: Software shall have the ability for SAWPA, its contributing agencies, and other approved agencies, to use a browser or other dashboard application to login as appropriate remotely for entry, editing, and/or viewing of information.

- ii) Software shall have the ability to export all data (permit, inspection, enforcement, sample, or other data) into various formats such as MS Excel, MS Word, PDF, etc.
 - iii) Software shall allow a minimum of Twenty-five (25) concurrent users and be able to be increased in the future as needed without additional programming by the Vendor.
 - iv) Software shall have the ability to support wireless interfaces to mobile devices (such as cell phones, tablets, and lab notebooks). The software shall have the minimum technical requirements for mobile devices to operate proficiently.
 - v) Software shall fully comply with CROMERR requirements for electronic reporting, including but not limited to:
 1. Secure user authentication (multi-factor authentication preferred).
 2. Data integrity measures, including digital signatures, audit trails, and tamper-evident controls.
 3. Submission tracking to confirm receipt and maintain records of all transactions.
 4. Long-term data retention capabilities that meet federal and state requirements.
 5. Includes documentation of CROMERR certification by the EPA or the ability to obtain certification during implementation.
 - vi) Software shall support integration with other systems, including APIs for data exchange.
 - vii) Software shall have high availability, with robust backup, recovery, and disaster recovery capabilities.
- c) Industry Management
- i) The software shall, as a minimum, be able to store, access, edit, and filter by permit the stored information as identified in SAWPA Permit and Permit Application Documents.
 - ii) The software shall, as a minimum, be able to store, access, edit, and filter by permit the stored information for Liquid Waste Haulers as identified in SAWPA Permit and Permit Application Documents.
 - iii) The software shall allow the user to re-issue permits and change permit numbers and/or names, while maintaining relationships to existing limits, samples, results, violations and history.
 - iv) The software shall be able to store and access multiple outfalls and sample points, and associated parameter limits for the facilities, including QA/QC sampling (blanks, duplicates, etc) and special sampling requirements for SAWPA at the SARI Metering Station (SMS) located at the Orange County line (entry point for wastewater to Orange County Sanitation District's system).
 - v) The software shall be able to store effective dates for all parameter limits, thereby insuring that changing a compliance parameter limit does not affect past sample results compliance limits.
 - vi) The software shall be able to track multiple facilities per site and provide filtering capabilities on site identification.

- vii) The software shall have configurable Notes and Note Types per facility.
 - viii) The software shall be able to store unlimited SIC, Federal Categorical and NAICS Codes per facility.
 - ix) The software shall generate permits with real-time data. Permit templates, as well as Permit Fact Sheet templates, shall be completely modifiable by user to meet users permitting needs. Multiple templates shall be stored for each permit section. The software shall have the ability to import and use existing permit templates.
 - x) The software shall provide validation routines to ensure all required fields are populated.
 - xi) The software shall maintain historical information for all data fields.
 - xii) The software shall maintain audit trail for certain critical data.
- d) Facility Discharge Limits and Requirements
- i) User shall be able to enter basic information on sampling locations, including but not limited to:
 1. Location.
 2. Description of sampling location.
 3. Representative production flow base.
 4. Designate the constituents that apply to the sample point.
 5. Ability to have more than one sample point for one permit but a one to one relationship for each constituent.
 6. Photo storage.
 7. GPS location.
 - ii) User shall be able to enter special condition requirements with due dates and multiple due dates, including:
 1. Schedule follow-up inspections, samples, or submittals to verify task completion.
 2. Ability to extend due dates for task completion.
 3. Track all conditions, due dates and extensions.
 - iii) User shall be able to enter discharge limits for each sampling location as well as the following information:
 1. Maintain historical record of wastewater discharge limits for each sampling point.
 2. Each sampling location shall have multiple choices of limits, federal and local, that apply to a particular constituent and the more stringent limit should be applied unless overridden by a combined waste stream and/or production based discharge limit value.
 3. Support many limit types, both calculated and non- calculated, including instantaneous max, daily max, 4-day averages, thirty day average, monthly average concentration limits; daily max, 4-day averages, thirty day average, monthly average mass based

- limits; daily max, 4-day averages, thirty day average, monthly average production limits and/or combined waste stream limits.
4. Enter Federal Categories for facilities with zero-discharge.
 5. Override standard limits for exceptional cases.
 6. Results from specific analytes to compare against specific limits using specific and different criteria (e.g. TTOs, PCBs, Pesticides).
 7. Information relative to acceptable methods, special sample/hold times, preservatives, bottles, flags, analyst, RDIs/MDLs, Sample # (SAWPA's and Lab's), Lab name.
- iv) User shall be able to manage self-monitoring reporting requirements on a sample location, including:
1. Track compliance at a pollutant level.
 2. Support various reporting intervals and due-dates per location per constituent.
 3. If the constituent reporting intervals are modified to be more restrictive the effective date for the new limits shall be able to manually be moved to first day of the month beyond 45 days of the constituent reporting intervals change notification.
 4. Support one-time requirements as well as recurring requirements.
 5. Special frequencies for enforcement schedules and special circumstances.
 6. Ability to distinguish pollutant groups and the ability to handle individual pollutants within each group, e.g., total metals and copper.
- v) User shall be able to enter non-discharge reporting requirements at both a facility level and sampling location level, e.g., meter reading, BMPs, progress reports and water bills, and shall be able to:
1. Support various reporting intervals and due-dates per location.
 2. Support one-time requirements as well as recurring requirements.
- vi) User shall be able to add, change or delete constituents.
- vii) Software shall support temporary or one-time limits and requirements due to enforcement actions.
- viii) Software shall track historical information, e.g., logging changes and authentication.
- ix) Changes to limits and/or requirements shall be able to be reflected in new versions of permit documents and will present existing limits and future new limits and/or requirements.
- x) Software shall generate tasks and notifications for staff based on permitting criteria.
- e) Samples and Results
- i) The software shall have data trending capabilities based on Groups of Industries, Groups of Samples and Groups of Results. All data shall be exportable to the latest version of MS Excel and displayed in reports, which can be exported to the latest version of MS Word.

- ii) Collection method, sample flow, sample start and stop dates shall be stored on a result level as to give user the flexibility to accurately identify the sampling activity on a parameter level.
 - iii) Software shall include Lab Data Entry capabilities which facilitate and increase the efficiency of the Laboratory Data entry process. The data import file format will be provided by the software.
 - iv) The software shall be able to compare single results to permit limits then notify user of a violation if the result is over the daily limit. The software shall allow the user to create a violation when a result is over the limit.
 - v) The software shall be able to compare required hold times against actual sample hold times.
 - vi) The software shall be able to generate a configurable COC and sample bottle labels.
 - vii) Software shall be able to import laboratory sample and result data from LIMS and Excel.
 - viii) LIMS import process shall be flexible enough to address naming convention changes of parameters, collection methods and industry names.
 - ix) Software shall be able to handle flow information entered separate from sample information. User shall be able to enter measured as well as adjusted flow values.
- f) Compliance Calculations: The software shall have, as a minimum, the following capabilities:
- i) Perform TRC and Chronic Significant Non-Compliance calculations and generate Significant Non-Compliance (SNC) Reports that comply with 40 CFR 403.
 - ii) Allow the user to select whether to combine or keep separate outfall calculations. User must be able to calculate flow proportioned concentrations to check compliance for more than one outfall. For example, one compliance point is flow proportioned concentration from two outfalls; the software shall have the capability to calculate this flow proportioned concentration to check for compliance.
 - iii) Allow the user to select all or individual parameters for compliance calculations. For example, if a single lab analysis tests for 45 constituents but only eight are needed for compliance calculations, the User shall be able to select and sum only the eight needed for the compliance calculation.
 - iv) Calculate monthly and 4-day averages and compare them against limits.
 - v) Calculate NC and SNC for scheduled events.
 - vi) Automatically generate violations when calculating SNC Technical Review Criteria (TRC), SNC Chronic and monthly averages.
- g) Grouping and Filtering:
- i) The software shall be able to filter industries, samples, results, events and violations into groups to keep them organized. These groups will

- be customized and stored by the end user and presented in a manner, which facilitates reporting.
- ii) The software shall be able to distinguish and filter by Control Authority and Self-monitoring data.
 - iii) Groups of industries shall be savable and usable when viewing and creating events, violations, compliance reports, monthly reports, quarterly reports, semi-annual reports and annual reports, all with different formats.
 - iv) The software shall be able to group industries by fields such as trunk line, industry classification, receiving plant, street and expiration date.
 - v) Users shall be able to view all results, events and violations based on facilities discharging to a particular trunk line or map category.
 - vi) The software shall be able to schedule and track sampling events, inspections, reporting requirements, and Industrial Pretreatment Program (IPP) enforcement actions.
 - vii) The software shall be able to automatically generate events based on frequencies set on an industry level as well as an event level, thus allowing a user to create a schedule of events for an entire year all at once.
 - viii) Software shall notify users when events are due.
 - ix) The software shall have the ability to set a date range for information retrieval.
- h) Automatic Task Scheduling: The software shall be capable of automatically scheduling the following activities:
- i) Internal electronic notifications
 1. Use a calendar function, with user-defined rules, to check for tasks due, reports due, and violations that have occurred and report back to the user.
 2. Regular tasks shall be scheduled automatically.
 3. When automatically scheduling recurrent tasks, if the due date is a weekend or holiday, the due date shall be automatically moved to the next business day.
 - ii) External reminders
 1. On predefined dates, the system shall automatically generate reminder notifications such as self-monitoring notifications, special conditions, contingency plans, no discharge, flow meter calibration, application reminders to send, due dates, among others.
 2. Validate that notifications are created.
 - a. Store electronic notifications on file server or database application.
 - b. Ability to run report showing what notifications have been created.
 - c. Ability to create paper output of reminder notifications.
 3. User shall be able to manually enter special condition requirements with due dates and multiple due dates, including:

- a. Schedule follow-up inspections, samples, or submittals to verify task completion.
- b. Ability to extend due dates for task completion.
- c. Track all conditions, due dates and extensions.

i) Violations:

- i) The software shall be able to generate NOV letters and other enforcement documents, including, but not limited to, warning letters, Administration Orders, and late notices, that may be customized by the end user without an additional reporting software package.
- ii) The software shall be able to store unlimited, customizable and savable templates for NOV letters and other enforcement documents.
- iii) A single NOV letter shall be able to enforce multiple violation actions even if the violations occurred on different days.
- iv) The software shall track industry violations, IPP enforcement actions and all subsequent compliance actions. These activities shall be displayed in a single location providing the user with a single view to monitor and modify the violation escalation process.
- v) Software shall give users the ability to instantly see a list of violations, which have not yet been enforced.
- vi) Software shall provide ability to enter other enforcement actions manually.
- vii) Software shall provide ability to enter reason for escalation or leniency for each violation.
- viii) Software shall have ability to close out violations, enter due dates, pre-enter timeliness information, add time extensions, as well as enter violation determination date and who determined.

j) Reporting:

- i) Reports shall be customizable by the end user, and allow new reports to be created from existing reports. These reports shall then be stored as templates and used throughout the software. Customizing reports shall not require services by the vendor.
- ii) The software shall be capable of exporting data to Microsoft Excel as a minimum.
- iii) The software shall be able to generate reports in Microsoft Word and Excel, as a minimum.
- iv) Sample types, inspection types, violation types and enforcement types shall be able to be selectable within the monthly, quarterly, semi-annual and annual report generation process. Selected items shall be counted and displayed on each report type.
- v) Software shall give the user the ability to select which contact type to send a letter to enabling the user to easily generate letters specific to the contacts for a given industry.
- vi) Software shall have the ability to merge current data with existing Microsoft Word documents.

- k) LIMS and Self-Monitoring Interfaces. The software shall be able to do the following, as a minimum:
 - i) Accept approved sampling data from SAWPA's and other LIMS application. Sampling data shall be received in standardized format from all recipients.
 - 1. Validate facility, sampling point, and pollutant data.
 - 2. Respect data system primacy (LIMS or pretreatment software).
 - 3. Allow multiple test methods to be mapped to one pollutant.
 - ii) Provide a method/interface to enter self-monitoring results into the system by SAWPA staff.
 - 1. Ability to pre-scheduled single day and multi-day self-monitoring.
 - 2. Ability to process voluntary self-monitoring that is received on an ad hoc basis.
 - 3. Ability upload supporting documentation by in-house staff.
 - 4. Ability to upload other types of permittee submissions, including, but not limited to, flow data, meter calibration, self-monitoring reports).
 - iii) Provide the ability to enter self-monitoring sampling data via a secure configurable internet interface for SAWPA's agents.
 - iv) Provide validation functions for all LIMS data entered manually.
 - 1. Validate all lab, facility, sampling point, and pollutant data against database to ensure that the results are rational and units are appropriate, and approved EPA test method.
 - 2. Populate each sampling location's pollutant list from appropriate reporting requirements in application. Allow addition and deletion of pollutants from that list. User shall have ability to control permission for users who can add and delete pollutants.
 - 3. Populate results which are below detection limits from specified defaults.
 - 4. Require Chain-of-Custody and authorization forms to be included with submittal ("yes/no" field).
 - 5. Ability to mark a sample as submitted but incomplete and to code the sample using one or more choices of explanations pertaining to why it is incomplete.
 - 6. Interface should not allow agency provided lab data to be modified.
 - v) Wastewater Analysis Report (WWAR) and Resample Requirement
 - 1. Ability to generate a cover letter which will conditionally present the 30 day resample requirement if there was a violation in the analysis report.

2. Provide the ability to generate a WWAR following a monitoring event
3. WWAR to report non-compliance of a discharge requirement.
 - a. If non-compliant, how intense is the violation.
 - b. Ability to generate resample records in LIMS and self-monitoring system.

l) Security:

- i) Proposal shall include description of security settings employed including, but not limited to encryption, data integrity, etc.
- ii) Software shall authorize system users with at least two fields (username and password) or use Microsoft Windows Active Directory, and keep a log of all access attempts and successes.
- iii) Software shall provide role-based security and restrict access to application features using the roles. Allow only authorized user roles to perform certain tasks (view, update, insert, delete) and certain functions (permitting, enforcement, maintenance of application dictionaries) based on user role relative to the applications' functional segment, user interface, and/or data field within the functional segment/user interface. User interfaces include desktop computing, mobile computing, outward facing internet content, and printed output.
- iv) Software shall have permission settings, adjustable by authorized users, to limit specific users' abilities to enter, edit and/or view data, to restrict one agency's ability to alter the data of another agency.
- v) Software shall administration of user roles shall be based on a service account that is not permitted to edit any data.
- vi) Software shall provide secure screens for maintenance of application dictionaries to authorized Application Administration roles only.
- vii) Software shall provide functionality to assign a single user to more than one role.
- viii) Software shall provide data logging of permit information and query tables.
- ix) Software shall provide mechanisms to update sampling event attributes from this system when the proper role is used. Corrections to sampling analysis results are only made within the Laboratory application and re-transferred to the pretreatment software to maintain integrity between the two systems.

m) General:

- i) Proposal shall include description of security settings employed including, but not limited to encryption, data integrity, etc. The Vendor shall be responsible for the proper installation of all software components. Installation of software components and interconnections between software components and other SAWPA software/hardware shall be in accordance with and under the guidance of the SAWPA IT Department.

- n) Installation and Configuration
 - i) Vendor shall install, configure, and implement, fully functional development, testing, training and production environments as part of this project, including all tasks required to support full integration into the SAWPA environment, as required by and in accordance with SAWPA staff direction. The integration may require additional software and/or hardware for full installation and integration and the Vendor shall supply necessary software/hardware in accordance with SAWPA staff coordination and approval. Vendor shall provide all necessary resources to successfully complete all tasks.

- o) Testing
 - i) A comprehensive formal testing process and test environment shall be developed by the Vendor and approved by SAWPA. Vendor shall develop a test plan for each component/module or system function establishing roles/responsibilities of team members for each test plan. Vendor shall develop and load test data into a test system and facilitate the completion of each test plan, coordinating efforts with the SAWPA Project Manager and the SAWPA Technical Lead. All testing procedures shall be produced by Vendor and approved by SAWPA no less than two weeks before testing begins.
 - ii) Prior to moving the system into a production environment, Vendor shall remedy all known defects and install and test the most current available fix pack(s) and remedy all problems and deficiencies that may surface during that process. All tests will be performed on-site at SAWPA on standard computers and servers with SAWPA standard software and hardware.
 - iii) Tests will not be considered complete until the SAWPA Project Manager and assigned personnel are satisfied that the software and data performed properly and are compliant with SAWPA standards. All training will be completed prior to go-live.
 - iv) Upon successful completion of testing and written certification by the Vendor that the system is complete in all respects, and all known defects have been remedied by the Vendor, the system shall be prepared for live operations. Vendor shall provide on-site support during go-live for not less than five (5) consecutive days. If defects surface during that period, SAWPA reserves the right to require Vendor to remain on site until the system is stable and material defects have been remedied.

- p) Training
 - i) Training shall occur no later than three weeks prior to go-live operations. Vendor shall identify SAWPA staff member or Contributing Agency training based on role, responsibility, or project involvement. Training shall be tailored for inside vs. outside facing tools. Vendor shall also develop customized end user training and reference materials for SAWPA staff providing information and examples of SAWPA usage of the accepted solution.

q) Documentation

- i) All project-related documentation shall be updated and provided to SAWPA prior to training. Project documentation shall include, but not be limited to, hardware configuration, software configuration, security administration, training manuals, collected data, installation procedures, and testing procedures.
- ii) All documentation shall be delivered in the form of electronic files. The final documentation deliverable shall consist of a complete set of electronic user manuals and electronic system administration manuals. The manuals shall include, but not be limited to, the content of the knowledge transfer sessions, including a table of contents.
- iii) Contents shall include, but not be limited to:
 1. System/Application configuration.
 2. System/Application disaster recovery procedure.
 3. System/Application installation process.
 4. System/Application administration procedures.
 5. System/Application security administration procedures.
 6. System/Application workflow documentation.
 7. System/Application test plans and test plan results.
 8. All other documentation generated by other project tasks (i.e. status reports, logs, training materials).

5) Proposal Requirements

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Firms must demonstrate their capabilities, background, and expertise, for SAWPA to effectively evaluate the submittals, and select the firm(s) that provide the best value to SAWPA based on the selection criteria. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal.

Responses to this RFP shall be prepared as concisely as possible. The proposal should be formatted for legibility by the reviewers, and **no more than ten (10) pages long** (not including cover letter, exhibits and resumes), and **not more than 10 megabytes in size**.

All proposals must include at a minimum the following information:

- **Cover letter**, including **Proposer's Signature Block**, as outlined in [Exhibit A](#).
- **Proposal Table of Contents**.
- **Understanding of the Project** – The Proposer shall provide a brief description of its approach and understanding of the important Project elements, as well as technical considerations of the Project.
- The Proposer shall provide the following:
 - **Scope of Work** describing work tasks proposed to implement the Project. Identify any materials and/or equipment to be used to implement the Project.
 - **Cost proposal** in tabular format, as outlined in [Exhibit B](#), indicating tasks, task hours by labor category, hourly billing rates for each labor category, costs for sub-consultants, and reimbursable expenses. The rates shall be valid for the term of the contract. Note SAWPA will not pay for travel time. In

addition to the summary cost proposal shown in Exhibit B, proposers must provide a detailed cost estimate of the project scope of work.

- **Schedule** for implementing the Project. The schedule shall show each scope of work task and its activity duration.
- **Project Team & Qualifications** – The Proposer shall provide an organization chart showing proposed management and project team including a complete list of personnel, including subcontractors that will be dedicated to this project. The Proposer may include resumes of key team members. The Proposer may be required to furnish statements of their financial resources.
- **Experience** – The Proposer shall provide a description of similar projects, services and/or relevant work experience undertaken by the proposer. Projects must be within the last five (5) years, and preferably involve the staff identified in the list of personnel.
- **References** – The Proposer shall provide references from a minimum of three (3) former clients, as outlined in **Exhibit C**, for whom comparable services have been performed within the last five years.
- Consultant and Sub-consultant Business Information, as outlined in **Exhibit D**.
- Additions, Deletions and/or Exceptions, as outlined in **Exhibit E**, compliance with SAWPA's contractual terms and/or RFP requirements. The firm shall note any additions, deletions and/or exceptions to the contractual terms and/or RFP requirements. If there are no exceptions taken, note in writing that there are none. An Agreement for Services template is attached to this RFP (**Attachment A**) that the consultant/firm will be required to sign; the respondent must identify any exceptions to that draft agreement as an element of the proposal submitted for review and consideration.

6) Submittals

Submit only an electronic copy (via email, Dropbox, etc.) of the proposal and related information as a single .pdf file to Planet Bids at:

<https://pbsystem.planetbids.com/portal/52676/portal-home>

Proposals must be received by **3:00 p.m. PST on Thursday, March 13, 2025**. Proposals received after the stated time will be deleted and not considered. SAWPA is not responsible for any failure to receive files transmitted electronically or which fail to open properly upon receipt.

7) Proposed Schedule

The following table identifies the estimated dates for receipt, evaluation, and award of this RFP. Please note the following key dates when preparing your response to this RFP.

| | |
|------------------|---|
| February 5, 2025 | Issue Request for Proposals |
| March 13, 2025 | Proposals due (3:00 p.m.) |
| April 2025 | Contract Award |
| July 1, 2025 | Deliver completed information management system application to SAWPA including all project specific tailoring |
| July 31, 2025 | Provide documentation and complete training |
| August 1, 2025 | Support trial use of software |
| October 1, 2025 | Implement use of software |

8) Selection Criteria

The criteria for selection shall be based on, but not limited to, the following:

- Responsiveness to the RFP.
- Project approach and understanding of project needs.
- Qualifications and experience of the firm(s) in performing similar projects.
- Cost Proposal (**Exhibit B**) and detailed cost breakdown.
- References (**Exhibit C**).
- Exceptions Taken to RFP (**Exhibit E**).
- Anticipated value and quality of services received.

If additional information is needed, submit questions clarifications, or comments through Planet Bids': <https://pbsystem.planetbids.com/portal/xxx/portal-home> Responses will be provided through Planet Bids'.

SAWPA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants.

9) General Requirements

1. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.
2. SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
3. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, the terms, conditions, and criteria contained in this RFP.
5. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
6. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such an addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP to the extent known. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
7. All proposals submitted in response to this RFP will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA Board relative to proposal selection appears on the Board Agenda, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in

any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.

8. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

EXHIBIT A
PROPOSER'S SIGNATURE BLOCK

| | | | |
|-----------------------|--|------------------|--|
| Name of Firm: | | Title: | |
| Authorized Signature: | | Date: | |
| Printed/Typed Name: | | Mailing Address: | |
| Phone: | | City, State, Zip | |
| Fax: | | E-Mail Address: | |

Your signature on this document, should you be awarded a contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the "exceptions" portion of the proposal.

EXHIBIT B
COST PROPOSAL

| Task | Description | Cost |
|---------------|--|-------------|
| 1 | Provide software in accordance with the scope of work | |
| 2 | Provide testing using a comprehensive formal testing process | |
| 3 | Provide user documentation and agency training | |
| 4 | Provide technical support during trial use period | |
| 5 | Final System Acceptance – 10% of the sum of items 1 through 4 will be withheld until the system is accepted in accordance with the scope of work | |
| 6 | Software updates and ongoing technical support from implementation of software to June 30, 2026 | |
| 7 | Software updates and ongoing technical support July 1, 2026, to June 30, 2027 (Optional) | |
| 8 | Software updates and ongoing technical support July 1, 2027, to June 30, 2028 (Optional) | |
| 9 | Software updates and ongoing technical support July 1, 2028, to June 30, 2029 (Optional) | |
| 10 | Software updates and ongoing technical support July 1, 2029, to June 30, 2030 (Optional) | |
| 11 | Software updates and ongoing technical support July 1, 2030, to June 30, 2031 (Optional) | |
| Total: | | |

The Project shall begin immediately upon receipt of order or notice to proceed.

For each Task include costs for **all** labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. Note SAWPA will not pay for travel time. In addition to the summary cost proposal shown in Exhibit B, proposers must provide a detailed cost estimate for the project scope of work.

EXHIBIT C

REFERENCES

Proposer shall provide a **minimum of three (3)** Customer References for whom comparable services have been performed within the last five (5) years. Local and similar size contract references are preferred.

REFERENCE #1

| | |
|--------------------------|--------|
| NAME OF AGENCY | |
| ADDRESS | |
| CITY, STATE, ZIP CODE | |
| TELEPHONE # | () |
| E-MAIL ADDRESS | |
| CONTACT | |
| PROJECT NAME | |
| COMPLETION DATE | |
| APPROX. COST | |

REFERENCE #2

| | |
|--------------------------|--------|
| NAME OF AGENCY | |
| ADDRESS | |
| CITY, STATE, ZIP CODE | |
| TELEPHONE # | () |
| E-MAIL ADDRESS | |
| CONTACT | |
| PROJECT NAME | |
| COMPLETION DATE | |
| APPROX. COST | |

REFERENCE #3

| | |
|--------------------------|--------|
| NAME OF AGENCY | |
| ADDRESS | |
| CITY, STATE, ZIP CODE | |
| TELEPHONE # | () |
| E-MAIL ADDRESS | |
| CONTACT | |
| PROJECT NAME | |
| COMPLETION DATE | |
| APPROX. COST | |

EXHIBIT D

**PROPOSER'S BUSINESS
INFORMATION**

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business:

2. Length of time at current location:

.

3. List types and business license number(s):

.

4. California State Contractor's License number: _____

5. Names and titles of all officers of the firm:

.

6. Is your firm a sole proprietorship doing business under a different name? YES or NO

7. If yes, please indicate sole proprietorship name and the name you are doing business under: _____

8. Please indicate your Federal Tax Number:

9. Is your firm incorporated? YES or NO

10. Name and remittance address that will appear on invoices:

11. Physical Address: _____

Attachment A

Agreement for Services template



*SANTA ANA WATERSHED PROJECT AUTHORITY
GENERAL SERVICES 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, California, 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.

4.04 Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or sub-contractors.

4.04(a) Coverage - Coverage shall be at least as broad as the following:

- 1. Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

4.04(b) If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

4.04(c) Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

4.04(d) Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

4.04(e) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

4.04(f) Self-Insured Retentions - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

4.04(g) Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

4.04(h) Verification of Coverage – Consultant shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.

SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

4.04(i) Subcontractors - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees, and authorized volunteers are additional insureds on Commercial General Liability Coverage.

4.05 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. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

4.06 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.

4.07 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.

4.08 Consultant shall comply with all local, state, and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

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 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 any and 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 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 create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.06 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents, and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.07 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations

