



SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR PROPOSALS

FOR

CLOUD BASED FINANCIAL SOFTWARE AND IMPLEMENTATION SERVICES

September 2025

**REQUEST FOR PROPOSALS
FOR
SANTA ANA WATERSHED PROJECT AUTHORITY
CLOUD BASED FINANCIAL SOFTWARE AND IMPLEMENTATION SERVICES**

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>

Submit electronically, as a single Adobe Acrobat (PDF) file, with search capability to ensure readability and compatibility, **not more than 25 pages long** (not including cover letter, exhibits, and resumes), and **not more than 10 megabytes in size**.

1. All proposals must be received by **4:00 p.m. (PST) on Thursday, October 16, 2025**.
2. 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>

3. Questions, clarifications, or comments must be received no later than **Friday, September 26, 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 CLOUD BASED FINANCIAL SOFTWARE AND IMPLEMENTATION SERVICES

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

The Santa Ana Watershed Project Authority (SAWPA) has used Microsoft Great Plains since 2002. The Information Systems and Technology department is responsible for maintaining the Microsoft Dynamic Great Plains (GP) software and is hosted on premise. The Finance Department currently uses Microsoft Dynamic Great Plains (GP) 2018.6 for maintaining the financial, project accounting, sales, purchasing, and HR & Payroll modules in Great Plains (GP) 2018.6. The accounting software system is used to create and implement adequate internal controls, prepare financial statements and reports, manage cash, track budgets, process accounts payable invoices and payments, process accounts receivable invoices and cash receipts, process payroll, and manage purchase orders for procurement of goods and services. The Finance Department uses Microsoft Dynamics Great Plains (GP) 2018.6 for accounting, Project accounting (including grants), Procure-To-Pay (Purchase Orders and Accounts Payable) and Revenue (Cash Receipts), with integrations with Journyx for timesheets and Greenshades for self-service Human Resource and benefits.

In addition to the above modules, there is a custom action called the "LAIF button". SAWPA has over 27 different funds where cash is accounted for. Each of those funds keeps a cash balance in an investment account called LAIF. Only 1 of those funds, Fund 100 – General Fund, has an actual checking account. All payments are made from, and all deposits go into, that checking account. The LAIF button is designed to distribute payments and deposits into or out of the correct funds.

In the beginning of this year SAWPA's GP service provider (Endeavour) worked with SAWPA to provide a study in how SAWPA uses GP. It provides insight into how SAWPA's current GP environment is setup and how SAWPA staff utilizes the software. The study document is "Attachment B"

Scope

SAWPA is seeking a cloud based financial software that will manage and integrate some of SAWPA's core business processes, finance and human resources. The solution includes the following GP module functionality:

Modules

General Ledger	Accounts Receivable/Cash Receipts
Budgeting	Fixed Assets/Inventory
Project and Grant Accounting	Human Resources
Purchasing	Payroll
Accounts Payable	Reporting

SAWPA will select an ERP system that most closely meets its requirements for functionality, flexibility, configurability and provides an open system architecture that supports integration with other systems in use by SAWPA. The proposed ERP may replace Bi360, Journyx and/or Greenshades. The following table lists some of the key applications used by SAWPA today that may need to interface with the new ERP solution.

The Consultant's services shall include the following tasks:

Software	Function	Integrate/Interface
Journyx	Timekeeping	Yes
OnBase	Document Management	Yes
Greenshades	Human Resources	Yes
Mikorma	Check Printing	Yes
Bi360	Reporting	Yes

The solution selected will be implemented as recommended by the selected Vendor and approved by SAWPA. SAWPA expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected Vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences. Vendors should be able to demonstrate functionality as described in the GP Study Document (Attachment B).

2) Timeline

September 2, 2025	Issue Request for Proposals
October 16, 2025	Proposals due (4:00 p.m.)
October 24, 2025	Selection of Finalists
November 3, 2025	Software Demonstrations
November 18, 2025	Recommend Award

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 Services

The purpose of this project is to install, configure, and implement an financial system that will streamline and integrate business processes within the finance department and its associated functions. The scope of work will include, but not be limited to the following tasks:

Pre-Implementation Activities

- Conduct business requirements analysis and gap assessment.
- Define project governance and assign roles/responsibilities.
- Develop detailed project plan, timelines, and milestones.
- Prepare infrastructure assessment (servers, cloud readiness, networking, security).

System Installation & Configuration

- Install Financial applications on designated servers or cloud environment.
- Configure system modules as per business needs (Finance, HR, etc.).
- Set up user roles, permissions, and security protocols.
- Establish system integrations (OnBase, payroll, legacy apps, etc.).
- Migrate existing data to Financial system (with cleansing, mapping, and validation).

Customization & Development

- Customize workflows and reports to align with organizational processes.
- Develop additional features if identified during gap analysis.
- Configure dashboards, alerts for business monitoring.

Testing & Quality Assurance

- Conduct unit testing of configured modules.
- Execute integration testing with third-party systems.
- Facilitate user acceptance testing (UAT) with key stakeholders.
- Implement fixes for defects and ensure performance tuning.

Training & Knowledge Transfer

- Provide training sessions for end-users, super-users, and administrators.
- Deliver user manuals, process documentation, and support guides.
- Conduct workshops to build internal Financial system competency.

Go-Live & Post-Implementation Support

- Execute final data migration and system cutover.
- Monitor Financial system performance during go-live phase.
- Provide hyper care support (stabilization period).
- Transition to ongoing support and maintenance team.

Deliverables

- Business Requirements Document (BRD)
- Configured Financial System environment
- Data migration reports and validation sign-off
- Customized workflows and reports
- User training materials and session records
- Final implementation report

5) Project Schedule

The Consultant shall conduct a kick-off meeting within one (1) week from notice to selection. The Consultant will work with SAWPA to establish a timeline and milestones.

- Requirements Gathering
- System Installation & Configuration
- Customization & Testing
- Training & User Acceptance Testing
- Go-Live
- Post-Implementation Support

6) Fee Proposal Requirements

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

- i) Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.
- ii) Support Services will be billed at an hourly rate. A yearly estimate will be required for budgetary requirements. Business Analysis and recommendations costs will be provided by consultant and will be billed upon agreed tasks.
- iii) The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal.
- iv) SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top-ranked Consultant.
- v) Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.

7) 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 twenty (25) 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.

8) Submittals

Submit only an electronic copy 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 **4:00 p.m. PST on Thursday, October 16, 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.

9) 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.

September 2, 2025	Issuance of Request for Proposals
September 26, 2025 (4:00 pm PST)	Deadline to submit questions
October 3, 2025 (4:00 pm PST)	Deadline to respond to questions
October 16, 2025 (4:00 pm PST)	Proposal must be received by SAWPA
October 24, 2025	Selection of Finalist
November 3, 2025	Software Demonstrations
November 18, 2025	Recommend Award
December 1, 2025	Finalize Agreement, Begin Work

10) 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

A panel composed of SAWPA staff and other agency staff members will review and rate proposals. 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.

11) 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 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		
1		
2		
3		
4		
5		
6		
7		
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 FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

REFERENCE #2

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

REFERENCE #3

NAME OF FIRM	
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:

EXHIBIT E

ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this proposal and General Services Agreement (GSA) and Task Order (Attachment A). If not addressed below, then Santa Ana Watershed Project Authority assumes that the vendor will adhere to all terms and conditions listed.

SAWPA will issue an Agreement in its standard form to the successful firm(s) for the services contemplated herein; a copy of which is attached hereto and incorporated herein. Any deletion, exception, or modification taken to Agency contract terms and conditions will be evaluated, in addition to the specified criteria; and may, itself, result in non-acceptance by the Agency. Any request for deletion, exception, or modification, if so taken, must be submitted at the time of proposal.

[illegible]



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 promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11.08 Contractor's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

Karen Williams, General Manager

Date _____

(CONSULTANT NAME)

(Signature)

Date _____

Typed/Printed Name

Attachment B
GP Study Document

