Pajaro River Watershed Flood Prevention Authority
Request for Proposals
for
ADA Compliant Website Redesign

1 year contract period of July 1, 2020- June 30, 2021
Not to Exceed $20,000

Issued: April 6, 2020
Questions Due: April 20, 2020
Deadline (received by PRWFPA): April 30, 2020

Submit all questions and proposals to:
Gina Schmidt | c/o PRWFPA | 24580 Silver Cloud Court, Monterey, CA 93940|
gschmidt@ambag.org | fax 831.883.3755
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Introduction
The Pajaro River Watershed Flood Prevention Authority is accepting proposals for a one-year contract to provide Website Re-Design for ADA Compliance for the Pajaro River Watershed Flood Prevention Authority (PRWFPA).

The selected consultant will serve at the discretion of the Board of Directors and work under the direction of the Executive Coordinator, Maura Twomey.

The PRWFPA operates under a Joint Powers Agreement with four water districts of Monterey County Water Resources Agency, San Benito County Water District, Santa Clara Valley Water District, Santa Cruz County Zone 7 Flood Control District; and four local Counties of Monterey, San Benito Santa Clara, and Santa Cruz. The Board is comprised of one representative member from each county and water districts.

PRWFPA is a public agency funded through membership dues. Policy direction is provided by an eight member Board of Directors. The Executive Coordinator reports directly to the Board of Directors and performs all duties necessary for the proper and efficient management of PRWFPA, as determined by the Board and State and Federal law. A small professional staff provides support to the Board of Directors.

PRWFPA website is PAJARORIVERWATERSHED.ORG. The current website content management platform is Dreamweaver, which is being phased out. Successful candidate must and will develop the new design to work within the Drupal content management system (CMS) version 9.0 (or newest release) for the PAJARORIVERWATERSHED.ORG website. The PRWFPA website is supported by the Association of Monterey Bay Area Governments (AMBAG), which is responsible for administrative support to PRWFPA. Please review the PRWFPA website to determine technical requirements. Hosting with cPanel access (with SSH) is provided by GoDaddy for AMBAG websites (including the PAJARORIVERWATERSHED.ORG). Website hosting, domain name, security certificates, and monthly website support are not part of this scope.

Scope of Work & Project Deliverables
The following provides details of the scope of services required under this contract. Respondents to this RFP should build on this general description by proposing a scope of work with specific sub-tasks as deemed appropriate. Respondents should also refer to the Proposal Requirements, and Evaluation and Selection Process sections for additional requirements.

Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process, the selected consultant will be required to prepare
a final work plan, schedule, and budget for inclusion into a final contract. If additional tasks are identified, the contract may be amended in the future.

Consultant shall provide a proposal to update and redesign PAJARORIVERWATERSHED.ORG website for ADA Compliance and within the Drupal CMS version 9.0 (or newest release). ADA Compliance re-design must meet Section 508 of the Federal Rehabilitation Act of 1973, as amended; Title II of the Federal American with Disabilities Act of 1990; California Government Code Section 11135; and Web Content Accessibility Guidelines (WCAG) 2.1 AA.

**Goals**

PRWFPA is committed to maintaining a website that is designed for the ease of use from the viewpoint of the public we serve. A website contractor must redevelop and redesign PRWFPA’s website as Drupal Core 9.0 (or newer) CMS and framework for ADA Compliance, including mobile friendly/responsive design, and search engine optimization. Consultant will work with staff to: develop wireframe, redevelop/redesign page layouts for accessibility, populate new website with provided content, beta testing, successful launch of website, and train staff on new website in Drupal CMS. The consultant will appoint an account team manager who will work with PRWFPA administrative staff, and its current consultant that provides monthly maintenance and support. The selected contractor shall provide a dedicated account team manager who will be familiar with PRWFPA website, cPanel with SSH access, and current Drupal CMS 9.0 (or newer). Please note, the consultant is not responsible for hosting, domain name, security certificate (SSL), or ongoing monthly maintenance costs.

**Requirements**

Consultant must provide substantive responses on how they would redevelop and redesign the current PRWFPA website in a Drupal CMS 9.0 (or newer) for ADA Compliance, manage the contract work deliverables, provide and manage qualified staff. Describe any additional tasks and deliverables they would deem appropriate to achieve the overall website goals listed above in “Goals” section.

The following are minimum performance specifications. Your proposals may be more inclusive.

**Task 1: Redevelop and Redesign PRWFPA’s website for ADA Compliance**

A. Redevelop and Redesign PRWFPA website for ADA Compliance in Drupal core CMS 9.0 (or newest version) using the Content Management Framework written in PHP
B. Develop Functional Modules within Drupal as part of the Redevelopment

**Task 2: Administrative**
A. Designated Account Manager and Dedicated Technical Support Team
B. Allow 10 working days (Monday-Friday only) for any turnaround decisions/feedback/content/etc. from PRWFPA staff
C. Train PRWFPA staff on redesigned website CMS
D. Establish PRWFPA Admin User Account for PRWFPA website, and provide to PRWFPA Project Manager

Schedule
The RFP schedule is listed below in Table 1:

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFP</td>
<td>April 6, 2020</td>
</tr>
<tr>
<td>Questions Due</td>
<td>April 20, 2020</td>
</tr>
<tr>
<td>Post responses to questions/addendum (as needed)</td>
<td>April 23, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>April 30, 2020</td>
</tr>
<tr>
<td>Evaluation Committee Completes Proposal Review</td>
<td>May 12, 2020</td>
</tr>
<tr>
<td>Consultant Selection and Notice of Intent</td>
<td>May 13, 2020</td>
</tr>
<tr>
<td>Candidates Not Recommended for Selection Notified</td>
<td>May 13, 2020</td>
</tr>
<tr>
<td>Notice of Intent to Protest Deadline</td>
<td>May 20, 2020</td>
</tr>
<tr>
<td>Board Approval of Consultant</td>
<td>June 5, 2020</td>
</tr>
<tr>
<td>Execute Contract</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Project Kick Off Meeting</td>
<td>July 2020</td>
</tr>
</tbody>
</table>

Proposal Submittal
Interested consultants must submit a digital copy of the proposal to the Project Manager as follows:

Digital: Send as a single PDF or PDF portfolio

All submissions must be received by PRWFPA on or before April 30, 2020 at 4:00 p.m. Pacific Daylight Time (PDT). By submitting a proposal, the Proposer certifies that his or her name or the consultant firm's name, as well as the name of Proposer’s subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful Proposer, all proposals shall become public record. No proposal shall be returned after the date and time set for opening thereof.
Submittal Questions and Addenda
All questions regarding this RFP should be received no later than April 20, 2020 at 4:00 p.m. PDT by e-mail to Gina Schmidt at gschmidt@ambag.org or by fax to (831) 883-3755. Responses that require that an addendum be issued to the RFP will be posted on the PRWFPA website at PAJARORIVERWATERSHED.ORG on or before April 23, 2020 at 4:00 p.m. PDT. It is the responsibility of proposers to check the PRWFPA website to determine if any addenda have been issued. Any addenda to the RFP will become part of the RFP.

PRWFPA reserves the right to revise the RFP prior to the date that proposals are due. It is the responsibility of proposers to check the PRWFPA website to determine if a modified RFP has been issued.

Notice of Award
The final recommended consultant shall be informed in an email on or before May 13, 2020. Candidates not recommended for contract award shall be informed in an email by May 13, 2020.

Project Manager
Gina Schmidt
c/o PRWFPA
24580 Silver Cloud Court, Monterey, CA 93940
Email | gschmidt@ambag.org (preferred communication)
Phone | 831.883.3750
Fax | 831.883.3755

Proposal Requirements
A. Proposals should be concise, well organized and demonstrate the proposer’s qualifications and experience applicable to the project. Proposals shall be limited to 25 one-sided pages (8.5 inches x 11 inches). The proposal must include a discussion of the proposer’s approach to the project, a description of the firm’s qualifications for the scope of work, a schedule of contract performance and a cost estimate.

B. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

C. Failure to comply with the requirements of the RFP may result in disqualification. PRWFPA is not responsible for finding, correcting, or seeking clarification regarding
ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. PRWFPA may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of PRWFPA. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

D. The proposer shall certify whether it takes no exception(s) to this RFP and the draft contract. If the proposer does take exception(s) to any portion of the RFP or the draft contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or draft contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

E. PRWFPA reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to PRWFPA.

**Evaluation and Selection Process**

A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer will be identified. Negotiations with the selected firm may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.

B. Proposers will be evaluated on the following criteria according to the weights assigned below based on the written proposal.

C. All proposals must be completed and convey all of the information requested in order to be considered responsive. The proposals then will be evaluated on the basis of the criteria listed below. The total number of points used to score the proposals is 100.

D. Evaluation factors and point values will be as follows in Table 2:
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed method to accomplish the work</td>
<td>• Professional qualifications • Relevant experience</td>
<td>25</td>
</tr>
<tr>
<td>Project experience</td>
<td>• Nature, quality, and relevance of recently completed projects</td>
<td>25</td>
</tr>
<tr>
<td>Staff Qualifications</td>
<td>• Unique qualifications of key personnel</td>
<td>20</td>
</tr>
<tr>
<td>Cost or Best Value</td>
<td>• Ranking of comparative costs among proposed firms, providing the best value of services offered</td>
<td>30</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

All proposers must complete a Cost Estimate form (see RFP Attachment A) in addition to the written proposal.

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, if necessary. The Evaluation Committee will make recommendations to PRWFPA’s Executive Coordinator on the basis of the proposal and reference check. PRWFPA’s Executive Coordinator will review the Evaluation Committee’s recommendation and make the final recommended selection to the PRWFPA Board of Directors. If the Board of Directors selects a different consultant than the one recommended by the Evaluation Committee, the Project Manager, in consultation with the PRWFPA Executive Coordinator, will prepare a memo explaining the selection.

**Contractual Information and Payment Schedule**
The contract agreement for the ADA Compliant Website Redesign will be between PRWFPA and the Consultant. The consultant will invoice PRWFPA for services rendered, and PRWFPA will compensate the consultant for these services as set forth in the agreement. Funding for the
consultant services will be provided by PRWFPA. The project deliverables will be reviewed by the PRWFPA Project Manager.

The consultant will be paid based on work actually performed, and accepted in writing by PRWFPA, during the preceding month. The consultant should forward a copy of all invoices for payment for work performed, associated expenses and a progress report indicating percentage of work completed by the 15th day of the month. Invoices can be delivered via email or hard copy mail to the Project Manager.

**Terms & Conditions**

**A. Limitations**

This request for proposal (RFP) does not commit PRWFPA to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. PRWFPA expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. PRWFPA reserves the right to withdraw this RFP at any time without prior notice. Further, PRWFPA reserves the right to modify the RFP schedule described above.

**B. Award**

PRWFPA may ask RFP finalists to present oral briefings to provide clarification of their proposals. Oral briefings will not be scored. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. PRWFPA also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

**C. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of PRWFPA shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

**D. Pre-contractual Expenses**

Pre-contractual expenses include any expenses incurred by Proposers and selected contractor in:

- Preparing proposals in response to this RFP
- Submitting proposals to PRWFPA
• Negotiations with PRWFPA on any matter related to proposals.
• Other expenses incurred by a contractor or Proposer prior to the date of award of any agreement.

In any event, PRWFPA shall not be liable for any pre-contractual expenses incurred by any Proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. PRWFPA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

E. Signature
The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by no later than June 30, 2020.

F. Conflict of Interest Statement
Consultants and consultant firms submitting proposals in response to this RFP must disclose to PRWFPA any actual, apparent, perceived, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this contract. Consultant shall file statements of financial interest on forms provided by PRWFPA to the extent and at all times required by PRWFPA’s Conflict of Interest Code and applicable law.

G. Contract Arrangements
The successful consultant is expected to utilize the PRWFPA Agreement for Services which included as Attachment B.

G1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation (USDOT) that minority-and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

G2. DBE Obligation: The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed
in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

G3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

G4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

(1) A copy of the consultant’s affirmative action policy (applicable for firms with 50 or more employees)

(2) Discussion of the consultant's program for use of DBEs in the performance of this work, including the following:

- The names and addresses of DBE firms that will participate
- The description of the work each named firm will perform
- The dollar amount of participation by each DBE firm

H. Americans with Disabilities Act (ADA) Provisions

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of PRWFPA to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the PRWFPA representative listed in this RFP.

IMPORTANT: To ensure that we can meet your need for ADA accommodations, it is best that we receive your request for reasonable modification at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadlines due date for
procurement documents. In order to ensure the proposal is in compliance with Federal ADA guidelines, Proposers should review the Federal ADA guidelines at http://www.ada.gov/.

I. Alternative Protest Process

This procurement is being conducted under the provisions of the Alternative Protest Process. By submitting a proposal to this solicitation conducted under the Alternative Protest Process, the Proposer agrees that all protests of the proposed award shall be resolved by the Executive Committee of PRWFPA, whose decision will be final. During the protest period, any participating Proposer may protest the proposed award on the following grounds:

For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Proposer’s proposal should have been selected; or for any other acquisition – that the protesting Proposer’s proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written notice of intent to protest the proposed award of this solicitation must be received (facsimile acceptable) by the Project Manager before the close of business 4:00 p.m. PDT on the third (3rd) business day after notifying the Proposer of intent to award, as specified in the solicitation timeline. Failure to submit a timely, written notice of intent to protest waives the Proposer’s right to protest. The Proposer is to send the notice of intent to protest to the Project Manager at the following address:

Gina Schmidt
C/o PRWFPA
24580 Silver Cloud Court, Monterey, CA 93940
Fax: 831-883-3755

Within seven (7) business days after the last day to submit a notice of intent to protest, the PRWFPA Project Manager must receive from the protesting Proposer the complete protest filing including the signed, written, detailed statement of protest including exhibits, filing fee and deposit or small business certification, as applicable. Untimely submission of the complete protest filing waives the Proposer’s right to protest.

The protest bond amount for this Alternative Protest Process shall be ten percent (10%) of the contract amount as specified in the solicitation.

J. Requirements Protests

Protests regarding any issue other than selection of the successful Proposer are “requirements protests” to be heard by the Executive Coordinator, or his or her designee, and may be appealed to, heard, and resolved by the Executive Committee of PRWFPA, whose decision will
be final. Before a requirements protest is submitted, the Proposer must make full and timely use of the procedures outlined in this RFP. This procurement procedure is designed to give the Proposer and PRWFPA adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a Proposer cannot reach a fair agreement with PRWFPA after exhausting these procedures.

All protests to the RFP requirements must be received by the Executive Coordinator as promptly as possible, but not later than the respective time and date as noted in this RFP for such protests.

Requirements protests must be mailed or delivered to:

PRWFPA Executive Coordinator
24580 Silver Cloud Court
Monterey, CA 93940

**Incorporation of Attachments**

The following documents are attached and incorporated by reference if the box next to document title is marked.

- RFP Attachment A – Sample Cost Estimate
- RFP Attachment B – Sample Sub-consultant List
- RFP Attachment C– Sample Draft Contract
Sample Cost Estimate – RFP Attachment A

Project: ____________________________________________________________

Consultant: __________________________________________________________

Services will commence on mm/dd/yy and be fully completed on mm/dd/yy.

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<tr>
<th>Combined Overhead (%) *</th>
<th></th>
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</table>

<table>
<thead>
<tr>
<th>Task 1: Description</th>
<th>Hours</th>
<th>Actual Rate/Hr</th>
<th>Loaded* Rate/Hr</th>
<th>Labor Amount</th>
<th>Total</th>
<th>Date Due</th>
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<tr>
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<table>
<thead>
<tr>
<th>Task 2: Description</th>
<th>Hours</th>
<th>Actual Rate/Hr</th>
<th>Loaded* Rate/Hr</th>
<th>Labor Amount</th>
<th>Total</th>
<th>Date Due</th>
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<tbody>
<tr>
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<tr>
<th>Other Direct Costs</th>
<th>Hours</th>
<th>Actual Rate/Hr</th>
<th>Loaded* Rate/Hr</th>
<th>Labor Amount</th>
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<tr>
<td>Item 1</td>
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Total Hours: [ ] Total Cost: $0.00

* Loaded hourly rate: includes labor overhead, fringe benefit, and general administrative expenses (% of total direct labor cost)

Loaded hourly rate calculation: $ actual hourly rate x (1 + combined of overhead & fringe %) x (1 + fee %)

Name and Title of Authorized Representative (typed) Date Signature of Authorized Representative Date
Sample Sub-consultant List – RFP Attachment B

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from PRWFPA.

PROPOSED SUBCONSULTANTS

<table>
<thead>
<tr>
<th>Subconsultant Firm Name and Address</th>
<th>Scope of Work</th>
<th>Dollar Amount of Work</th>
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<tbody>
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______________________________
Name of Firm

______________________________
Printed name and Title of Signatory

______________________________  ________________
Signature                          Date
Sample Contract For Services – RFP Attachment C

CONTRACT FOR CONSULTANT SERVICES BETWEEN

THE PAJARO RIVER WATERSHED FLOOD PREVENTION AUTHORITY
AND CONSULTANT FIRM NAME

THIS AGREEMENT, is made and entered into this ___ of June, 2020, by and between the Pajaro River Watershed Flood Prevention Authority, hereinafter called "PRWFPA," and Consultant Firm Name, hereinafter called "Consultant."

WITNESSETH

WHEREAS, PRWFPA needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the PRWFPA in the most economical manner; and

WHEREAS, the Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Agreement with PRWFPA.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES," which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be from July 1, 2020 – June 30, 2021, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. Invoices for services must be presented to PRWFPA no later than the 15th business day of each month for the month prior. Consultant shall submit to the PRWFPA an invoice stating a description of services provided including receipts for
expenditures. Invoices for services should be presented in accordance with Exhibit “C”, entitled “COMPENSATION”. The PRWFPA shall pay the Consultant promptly after PRWFPA receives an invoice, as appropriate, and the invoice has been approved for payment by the PRWFPA at the next regularly scheduled Board of Directors meeting. The Board of Directors meet five times annually, as note on the attached schedule for 2020, Exhibit “D”, entitled “Schedule for Calendar Year 2020”.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the PRWFPA a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month’s actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of the PRWFPA and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accru de to PRWFPA employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant’s obligations hereunder, without the prior written consent of the PRWFPA, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Agreement, and PRWFPA is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless the PRWFPA, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or errors or omissions by Consultant, to the extent damages are caused by Consultant. The Consultant’s duty to defend shall not exceed its duty to indemnify.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall not be required to obtain and maintain throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions).

B. Auto Insurance. Consultant shall maintain in full force and effect for the term of this Agreement, automobile insurance with an insurance carrier satisfactory to PRWFPA, which
insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Agreement.

(1) Consultant represents to PRWFPA that: Consultant owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than Consultant's personal transportation only (with no passengers, hazardous materials, or valuable greater than $5,000.00). In reliance on said representation PRWFPA requires that said personal vehicle have automobile liability insurance coverage in the minimum amount of: a) $50,000 property damage; b) 250,000 per person; and c) $500,000 per occurrence. In reliance on said representation, PRWFPA waives any and all requirements therein relating to Business Automobile Liability Insurance coverage.

C. Workers’ Compensation Insurance. If, during the term of this Agreement, Consultant does hire any employee that in accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers’ Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before allowing said employee to perform any work under this Agreement.

D. Proof of Insurance to PRWFPA Before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates of insurance to the Executive Coordinator before Notice to Proceed to Work of this Agreement will be issued. Approval of insurance by PRWFPA shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. Consultant shall not perform any work under this Agreement until Consultant has obtained the required insurance and until the required certificates have been submitted to PRWFPA and approved by the Executive Coordinator or his designee. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish PRWFPA required proof that insurance has been procured and is in force and paid for, PRWFPA shall have the right at PRWFPA’s election to forthwith terminate this Agreement immediately without any financial or contractual obligation to the PRWFPA. As a result of such termination, PRWFPA reserves the right to employ another consultant to complete the project.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Agreement.

SECTION 11. TERMINATION.
A. PRWFPA and Consultant shall have the right to terminate this Agreement, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, PRWFPA may terminate this Agreement immediately upon written notice.

C. The Executive Coordinator is empowered to terminate this Agreement on behalf of the PRWFPA Board of Directors.

D. In the event of termination, Consultant shall deliver to PRWFPA copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 13. GOVERNING LAW. PRWFPA and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of Monterey.

SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Consultant shall be provided access to the PRWFPA staff, materials and information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the Executive Coordinator or his designee, or as required by law, nor shall the data or information be used for any purpose other than to perform duties under this contract.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of PRWFPA without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide
employee working solely for Consultant, to solicit or secure the Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement, for breach or violation of this covenant, the PRWFPA shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by PRWFPA, any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement.

B. No member, officer, or employee of PRWFPA, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer or otherwise do anything which will result in such member, officer, or employee of PRWFPA from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to PRWFPA, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the PRWFPA, and shall furnish to PRWFPA, its authorized agents and employees, such other evidence or information as PRWFPA may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**PRWFPA**
Nancy Bilicich  
Chair, PRWFPA  
P. O. Box 2453  
Seaside, CA 93955-2453  
(831) 883-3750

**CONSULTANT**
Consultant Name  
Title  
Address  
City, State Zip  
Phone
WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

PRWFPA

BY: ____________________________
Nancy Bilicich, Chair

CONSULTANT

BY: ____________________________
Consultant Name, Title
Exhibit B
SCHEDULE OF PERFORMANCE
2020 PRWFPA Meeting Calendar

February 7, 2020: San Benito County Board of Supervisors Chambers  
481 Fourth Street, Hollister, CA 95023  
Meeting Time: 9 am

April 3, 2020: Santa Clara Valley Water District  
Board Room  
5750 Almaden Expressway, San Jose, CA 95118  
Meeting Time: 10 am

June 5, 2020: Gilroy City Hall  
7351 Rosanna Street, Gilroy, CA 95020  
Meeting Time: 9 am

September 4, 2020: Watsonville Council Chambers  
275 Main Street, 4th Floor, (6th Flr. Parking),  
Watsonville, CA 95077  
Meeting Time: 9 am

November 6, 2020: Marina Library Community Room  
190 Seaside Circle, Marina, CA 93933  
Meeting Time: 9 am