



**East County
Advanced Water
Purification**
Joint Powers Authority

**REQUEST FOR PROPOSAL
For**

**Public Relations and Outreach Services for
the East County Advanced Water Purification Program**

**PROPOSALS DUE:
Wednesday, October 28, 2020
12:00 p.m.**

**SUBMIT PROPOSALS TO:
Melissa McChesney
Padre Dam Municipal Water District
P.O. Box 719003
9300 Fanita Parkway
Santee, CA 92072-9003**

Organization of this Document

The Request for Proposal (RFP) is organized in these sections:

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Provides background and contact person.

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Provides the required objectives and related tasks for meeting the public relations and outreach goals, key timeframes for the project, and communications information.

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Proposal Instructions:

Describes the required format for consultant proposals and presents administrative information on the conduct of the RFP process.

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Provides East County Advanced Water Purification Professional Services Agreement Template

Section 1: East County Advanced Water Purification Program

The East County Advanced Water Purification (“East County AWP”) Program (the “Program”) is a regional water and wastewater solution. The Program is a collaborative partnership between Padre Dam Municipal Water District (“Padre Dam”), the County of San Diego (“County”), the City of El Cajon (“El Cajon”) and Helix Water District (“Helix”). It will create a new, local, sustainable and drought proof water supply using state-of-the-art technology to purify recycled water and diversify East County’s water portfolio while reducing our dependence on imported water. The Program will provide up to 30 percent of East County’s drinking water demands while eliminating wastewater discharge into the Pacific Ocean.

The Program is the result of many years of strategic, long-term planning. The East County Advanced Water Purification Joint Powers Authority (the “JPA”) is currently in the final procurement stages for three of the Progressive Design-Build agreements to be executed under the Program. The projects to be designed and constructed under each of the Progressive Design-Build agreements (each a “Project” and collectively, the “Projects”) will be on-line by the summer of 2025.

The JPA was established in November 2019 pursuant to the Joint Exercise of Powers Act, Government Code sections 6500 *et seq.*, and a Joint Exercise of Powers Agreement (“JEP Agreement”). The purpose of the JEP Agreement was to create and provide for the administration of the JPA, a public agency with the authority to: (1) plan for, design, construct, own, lease, operate, maintain, repair and replace the East County AWP facilities; (2) receive, convey, treat and dispose of wastewater; (3) produce and deliver product water and Title 22 water; and (4) perform services or assume obligations of the JPA’s member agencies and non-member agencies specifically related to the Program and approved by the Board of Directors (“Board”) as set forth in the JEP Agreement. . Padre Dam Municipal Water District is the Interim Administrator of the JPA and responsible for the day-to-day management of the East County AWP.

How the East County AWP Program will work

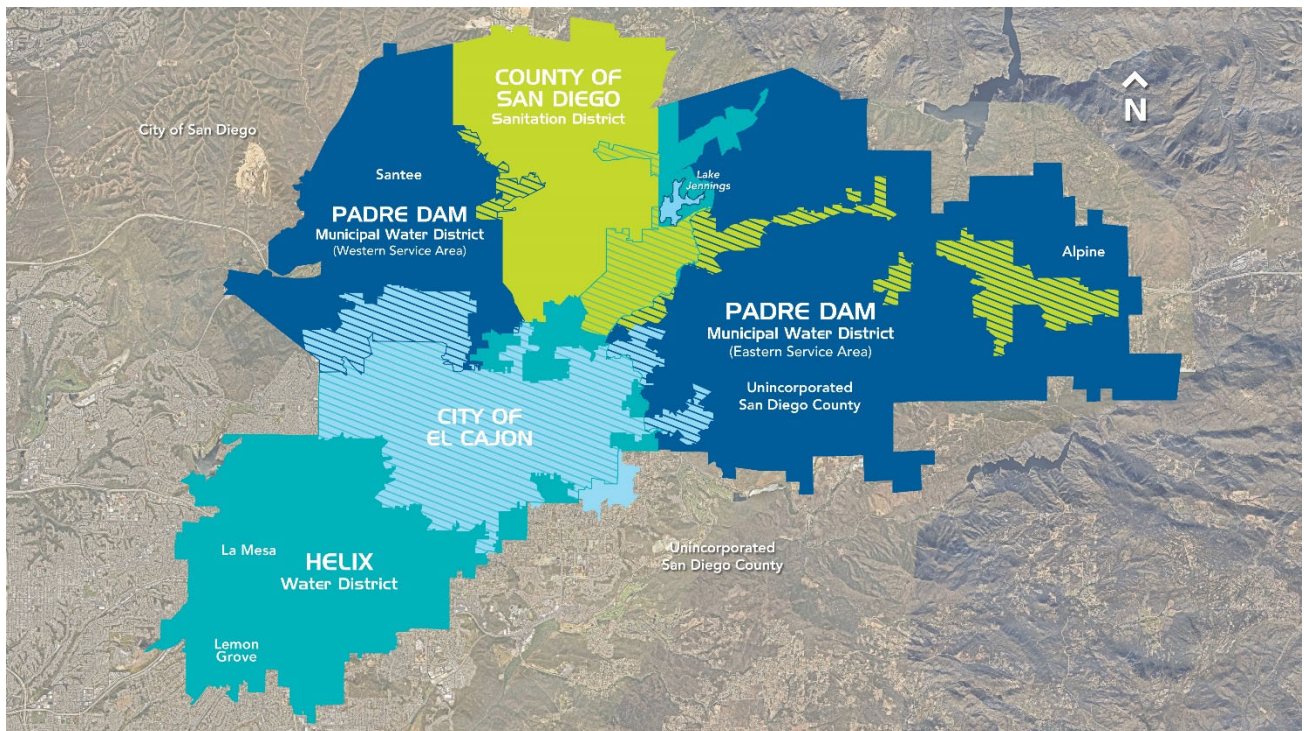
The program uses four advanced water purification steps to clean recycled water, with the end product so clean that it is near-distilled in quality.



The purified water will then be piped to and blended with water in Lake Jennings and treated at Helix Water District’s R.M. Levy Water Treatment Plant before being distributed into both Padre Dam and

Helix drinking water systems. Each day, approximately 15 million gallons of wastewater will be treated and 11.5 million gallons of purified drinking water will be produced.

Water will be treated and distributed from the R.M Levy Water Treatment Facility. Helix and Padre Dam will be purchasing the purified water through water service agreements with the JPA. This new purified water supply will provide up to 30 percent of East County's current drinking water demands. The map below shows the service area of the Program.



Why the East County AWP Program Is Needed

- California is facing unpredictable precipitation and more frequent droughts
- The cost of imported water is expected to continue to rise
- Imported water and wastewater treatment is subject to rising costs out of the local water agencies' control
- Imported water requires an enormous amount of energy to transport
- Imported water travels from hundreds of miles away from the Sacramento Bay Delta and the Colorado River
- Importing water siphons water from sensitive ecosystems
- Most of East County's drinking water is imported
- Treated wastewater is discharged into the ocean when it can be reused locally
- Costs to send our wastewater 20 miles to be treated and discharged in the Pacific Ocean are anticipated to continue to increase and exceed the costs of reusing the water in East County

Program Benefits

- Creates a new, local, reliable and drought-proof drinking water supply
- It's a smart investment - the program cost is expected to be competitive with imported water
- Produces enough water to meet 30 percent of East County's drinking water demands
- Reduces East County's reliance on the City of San Diego's Metropolitan Wastewater System
- Significantly reduces discharge of partially treated wastewater into the Pacific Ocean
- Sustains East County's economy and quality of life

For additional information on the Program, please visit www.eastcountyAWP.com.

Role of the Outreach Consultant

The JPA is seeking to contract with an Outreach Consultant (Consultant) to assist the JPA's Interim Administrator's staff in providing public education, public outreach and community relations support to the Program throughout the five (5) year implementation period. The Consultant will provide a wide array of public outreach services for the Program, and will serve as an extension of the Interim Administrator's staff. The JPA expects that the Consultant will bring the collaborative mentality required to assist the JPA in achieving its overall goals for the Program and contributing to the successful outcome of each Design-Build Contract. The Consultant will be accountable to the JPA, through the JPA Interim Administrator (Padre Dam) Communications Manager. The JPA expects to award a contract for Outreach Services substantially in the Form of Professional Services Agreement provided in Attachment A to this RFP (the "Contract") to the successful Proposer.

The JPA anticipates it will implement the contract to furnish Outreach Services in five terms, each term corresponding to the fiscal year (FY2021 to FY2025) with a separate scope and fee approval from the JPA Board for each term defining the specific services to be performed and the estimated cost for services based on the fixed hourly rates submitted with the Proposal (each a "Task Order"). The first term of the contract will be the remainder of Fiscal Year 2021. The JPA anticipates that Outreach Consultant services will be required through initiation of project operations, which is expected to occur prior to June 30, 2025. The JPA desires to have the option to extend the Contract to provide additional services and tasks that may be defined as the Project evolves. However, the JPA shall be under no obligation to issue any Task Orders under the Contract, and the JPA shall reserve the right to commence, close, reduce, or extend the Outreach Consultant Services at any time in response to changing needs.

Program Funding

Since the Contract may be paid for in part with federal funds, the Consultant will be required to comply with all pertinent statutes, rules and regulations promulgated by the federal government.

A budget of \$200,000 has been established for the communications, public relations and outreach support of the Program during the current fiscal year through June 2021. Each of the following years (FY2022 - FY2025) are estimated to have funding of approximately \$300,000 per year for communications, public relations and outreach support as well. The level of funding for each year will

depend on the level of outreach needed as determined by the JPA. The JPA may add additional tasks or increased levels of effort to the public outreach component of the Program and will adjust the Outreach Consultant's budget accordingly.

The JPA highly encourages proposers to submit creative, innovative approaches to meeting the public relations objectives described in Section 2 of this RFP.

Section 2: Scope of Required Services

General

The purpose of the consultant to be procured under this RFP (the “Consultant”) is to work under the direction of the Interim Administrator’s (Padre Dam) Communications Manager and the East County AWP project team. The East County AWP project team consists of representatives from all four Project Partners: Padre Dam, City of El Cajon, County of San Diego and Helix Water District. It is therefore important that the Outreach Consultant shares common values with the project team staff and a communication style for successful integration with the project team, consultants, and the Progressive Design Build contractors. The Outreach Consultant will work collaboratively with the East County AWP project team to develop and implement innovative communications, public relations and outreach programs to support full implementation of the Program. Outreach support will be provided throughout the Program service area and therefore the Consultant will be expected to work collaboratively with the JPA, ECAWP project team and public information officers and other staff and consultants and any agency that may receive water from the East County AWP to ensure consistent messaging and outreach activities.

The Outreach Consultant Scope of Work is divided into two (2) broad categories:

A. Public Outreach and Education Services in support of Public Acceptance of the ECAWP Project

Since 2015, the four partner agencies that are involved in the East County AWP have promoted the benefits of the Program to East County residents and businesses. Under the direction of Padre Dam, outreach efforts were focused on educating the public on the need for more reliable water supplies and the safety and benefits of potable reuse. The purpose of these efforts was to gain broad public support and acceptance of the East County AWP as a new water supply for East County. Outreach activities included public surveys, educational forums and conducting informational tours of the project’s Demonstration Facility special events, media relations, community speaker’s bureau program, project website, project videos, project fact sheets and educational collateral materials. Continuance and expansion of public acceptance for the Program will continue through the planning and construction of Program facilities into long-term operations.

The JPA’s objectives under this area include:

1. Continue to create and maintain a positive public perception of the Program, with an emphasis on the reliable, high quality, safe, drought proof and cost effective water supply to be provided for East San Diego County.
2. Educate community members, partner agency customers and community stakeholders on how the Program will work to provide a new local water supply and the Program benefits and goals.
3. Conduct innovative outreach activities for the duration of the Program implementation to build support for and public understanding of the Program.
4. Work as an effective and integrated team member with JPA Interim Administrator staff, the project team, JPA Owners Advisor, agencies receiving water the East County AWP and other consultants

B. Public Outreach and Community Relations Services in Support of the Construction of East County AWP Facilities

Community engagement during construction usually involves collaborating with the community by keeping communities/stakeholders informed, and providing a commitment to listen to and acknowledge concerns, and provide feedback. Both communications and construction team members need to ensure they are aware of, and committed to, the Program's policy for communicating to local stakeholders. The JPA seeks an Outreach Consultant to provide services that assist the JPA in linking each East County AWP Design Build Package with communities and neighborhoods that will be experiencing the construction of these facilities. The Outreach Consultant will be an integral part of the Design Build Package Team and will provide individualized support to the project team and Package Leaders on outreach requirements.

Objectives under this category include:

1. Provide outreach communications to support the implementation of the Program including California Environmental Quality Act compliance activities for the various facilities to be constructed and the construction phases and elements of all Program packages
2. Work as an integrated member of the Project teams for each individual Design Build Package
3. Effectively coordinate with JPA's Owner Advisor and other JPA consultants as a unified consultant team to maximize efficiency and support to the JPA and the Interim Administrator's staff and the project team

Professional Services

Public Outreach and Education Services in Support of Public Acceptance

Tasks to support objectives:

1. Research, assess and evaluate the JPA's previous public outreach efforts and plans to determine whether additional information is necessary to conduct additional public outreach efforts.

Participate in initial planning meetings with Carollo Engineering, the Owner's Advisor for the Projects, and the design-builder of each Project to ensure outreach standards are consistent amongst all parties. The Consultant will share expectations on outreach and approval methods amongst all parties.

2. Assist in research within partner agency service areas to determine effective communication methods for the Program.
3. Produce and distribute community surveys to measure support for the Program. The initial survey must be completed within the first term year of the contract (November 2020-June 2021) term and follow-up surveys must be conducted as the Program progresses.

4. Research, develop and implement a community outreach plan for the Program, tailored to educate the community on the Program's overall benefits and needs, reach and educate target audiences and build Program support. A current plan is in place and should be updated by the Consultant.
5. Develop a toolkit of support materials for all Program partners to have available for use with their customers, community and stakeholders.
6. Provide training on key messages and working with the media and customers for key Program staff that may be responding to media and public inquiries.
7. Develop an annual Program report summarizing the results of the outreach efforts for that year. This should include a professionally designed "year-in-review" report/infographic for external audiences that includes public outreach efforts for the completed year.
8. Provide community relations support including, but not limited to, producing meeting notices and summaries; organizing public meetings/briefings, and discussions; and assisting in producing presentations and written and visual materials for public outreach for this project. The Consultant will be asked to give presentations in the community.
9. Manage public outreach to local media to support the implementation of the Program outreach campaign and key project milestones including developing and issuing press releases. Assist in conducting media relations activities by providing services including, but not limited to, the following: media kits, b-roll and video news releases, presentations, seeking positive publicity for the Project through feature news stories, and media releases. This task should cover local media, industry related media and State publications.
10. Coordinate and staff several community events throughout the year. (This task will be dependent on COVID-19 restrictions.)
11. Provide the JPA with strategic communications advice and attend meetings at least quarterly with Program staff.
12. Monitor and report perceptions of various individuals and groups and provide opportunities for transparent, two-way communications with all interested groups and individuals.
13. Assist with coordinating and planning briefings for public officials and key stakeholders.
14. Coordinate or help staff in the coordination, staffing and running of tours of the demonstration facility for stakeholders, professional groups, the general public, school-aged children and other interested parties. Tours are expected to be offered at least monthly through 2021 or until construction begins but could be more frequent based on interest from the public and school groups. Tours of the construction area should be considered for appropriate stakeholders for the period of 2022-2026.
15. Develop and coordinate website and social media content to engage the community on the importance and benefits of the Program.

16. Participate in Project team meetings and workshops with other project consultants and agencies as needed. Attend special Board workshops or meetings as required.
17. Develop and coordinate materials to support the outreach campaign for the Program, including, but not limited to, the development of brochures, maps, graphics, presentations, bill inserts, social media posts, fact sheets, website content and other materials as requested.
18. Develop content, design and distribute quarterly e-newsletter for the Program. Manage the list of subscribers through Padre Dam's e-content management system (currently Constant Contact).
19. Assist in the development of a tour and education program for the new East County AWP facility.
20. Assist in the development of an outreach strategy and approach for the construction phase of the project when the demonstration facility will no longer be available for site tours. This is estimated to occur around the Spring of 2022.
21. Perform other duties of a similar nature as necessary.

Public Outreach and Community Relations Services In Support of the Construction of East County AWP Facilities

1. Project Kick Off and Information Gathering
 - Meet with the East County AWP project team to develop a comprehensive understanding of the facilities to be constructed as part of the Program and become knowledgeable in the general description of each individual Design Build Package scope and schedule.
 -
2. Draft Public Outreach and Communication Plan:
 - Develop a comprehensive five-year Public Outreach and Communication Plan that will involve the coordination among the project team and stakeholders within each individual Design Build package and for the East County AWP construction program as a whole. The plan will include, but is not limited to, the following:
 - Determine the appropriate size and nature of the public information and outreach campaign for each Design Build Package.
 - Identify resources necessary to support the campaign.
 - Identify partners to assist in developing and implementing the campaign.
 - Identify target audiences for the campaign.
 - Develop the message(s) for the campaign.

- Determine communication strategies for disseminating the messages to the target audiences.
 - Determine communication timing for the campaign.
- 3. As directed by the Communications Manager, provide outreach support to each individual Design Build Package team and participate in team meetings as needed.
- 4. Coordinate with the Owners Advisor Program Management staff to assist in the updating of schedules, budgets, and other information as needed
- 5. Consistent with Communications Plan for each Design Build Package coordinate the logistics for stakeholders meetings within the communities in which East County AWP facilities are in construction or in the CEQA process. Meeting coordination will include scheduling of and preparation for meetings. The Consultant should assume an average of 4-6 community meetings per year depending on the phase of the Program.
- 6. Provide content for the current Project website that includes project implementation and construction update on each individual Design Build package.
- 7. Assist in the editorial and production of fact sheets and newsletters updating the public on the progress of the Program and individual communities and neighborhoods that may be impacted by construction
- 8. Serve as an extension of the Interim Administrator's communications staff in interacting with stakeholders during the construction period and serving as a liaison between the public and the AWP Project team.

Section 3: Proposal Instructions

We require a uniform proposal format to assist the JPA in fairly evaluating proposals. The proposal sections are listed below; please reference all numbered sections in the RFP.

Proposals may not exceed 25 pages (excluding the table of contents, cover letter and team resumes). Proposals must be printed on 8.5" x 11" pages and no more than seven (7) of the pages may be 11" x 17" for displaying large amounts of information, such as project schedule and tactics. Font size for the body of the proposal may be no less than 11-point type, but smaller fonts may appear in graphics or tables. Proposers are strongly encouraged to focus on their team's approach to achieving the outreach objectives and tasks through a concise and relatable narrative.

Please submit your proposal in the following order:

1. **Cover Letter.** Submit a cover letter on your letterhead signed by an authorized representative of your organization, certifying the accuracy of all information in your proposal and expressing interest and commitment to the services to be provided under the Contract. The cover letter shall include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized to negotiate the Contract with the JPA shall sign the cover letter.
2. **Executive Summary.** Submit an executive summary of your proposal, describing the highlights and covering the main features and benefits that distinguish it. Provide a brief narrative of the services to be provided under the Contract that includes the Contract's principal elements and challenges, demonstrates an understanding of the communications and outreach objectives and describes your firm's approach to accomplishing the scope of services and associated tasks.
3. **Services Approach.** Provide a detailed description of your team's approach and methodology for meeting the communications, public relations and outreach objectives for the Program. Highlight how your team plans to meet the objectives and accomplish communications, public relations and outreach tasks.
 - a. Describe Consultant organization, including identification and responsibilities of key personnel that will be working on this project.
 - b. Consultant shall develop and describe a conceptual plan that satisfies the objectives discussed in Section 2.
 - c. Describe what makes the services to be provided under the Contract unique and whether your team has a unique approach to providing high quality communications, public relations and outreach services to ensure a successful Program. Share ideas and concepts your team believes are important to a community outreach plan for the Program.
 - d. Demonstrate your team's understanding of the Program in an infographic. The infographic should include key concepts your team sees as important to achieving a successful communications, public relations and outreach program for the Program.

4. **Proposer Experience.** Provide a narrative that clearly demonstrates your team's experience with providing services of a similar nature. Describe your team's experience with construction, water wastewater and water reuse projects. The narrative must include:
 - a. A description of 3 to 4 recent engagements of similar scope and nature, including the contract amount for each engagement
 - b. A description of each team members' responsibilities

5. **Key Personnel**
 - a. Include an organizational chart illustrating the work functions and approach to your team. Clearly indicate roles and specialties.
 - b. Provide resumes for the Project Manager and all other key team members. In this section, please describe if this team has worked together on other projects and if this team has worked on projects of similar scope and complexity.
 - c. Include three specific project reference contacts for different projects of similar scope and complexity. Include client name, reference name and contact information, including title, agency name, address, telephone and email address.

6. **Fee Proposal.** Submit a fee proposal for the anticipated services to be provided under the Contract during first two terms of the Program (FY2021 & FY2022). Fees shall be developed on a time and materials, not-to-exceed basis. **Fee proposal shall be submitted in a separate sealed envelope and will not be scored.**

Proposal Assumptions

1. Consultant will participate in meetings every two weeks with JPA staff. Additional meetings may be requested by the JPA as required.
2. Consultant will attend up to six (6) workshops per year held by the JPA.
3. Publicity materials may include a fact sheet, postcard, quarterly electronic newsletter, customer newsletter articles and other materials as required. Rate schedules should include estimates for production and printing of publicity materials.
4. Performs other duties of a similar nature as necessary.

Special Considerations

1. Consultant shall provide as part of this proposal a proposed project schedule that delineates the needed public relations/public outreach tasks and conforms to the overall Program schedule as outlined below:

December 2020 through November 2021	Project Design to Guaranteed Maximum Price for each Project (Phase 1)
December 2021 through Fall 2024	Construction and physical implementation (Phase 2)
Fall 2024 through 2025	Program Start-up and begin delivery (Phase 2 / 3)

Dates are subject to change based on the schedules provided by the selected design-builders for each Project.

2. The JPA owns all rights to generated and produced materials, including intellectual property rights.
3. All proposal materials shall be provided in both hard and electronic formats (PDF).
4. Public Record - All proposals and materials submitted in response to this RFP become the property of the JPA and public records, and as such may be subject to public review under the California Public Records Act, Freedom of Information Act or other statute/regulation which governs the conduct of government officials and employees that receive proposals from prospective contractors.
5. Insurance Requirements - The JPA requires all consultants to procure and maintain, during the period of performance of the Contract, insurance as described in Paragraph 11 of the attached Contract (Exhibit A). The required insurance is in at least the following amounts:
 - *Workers compensation and employer's liability insurance* – Workers compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
 - *Comprehensive general liability insurance* – Insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$2,000,000 per occurrence and \$4,000,000 aggregate.
 - *Comprehensive automobile liability insurance* – List name(s) of insurance providers for comprehensive automobile liability insurance and amount. (Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.
 - *Professional liability (errors and omissions) insurance* – To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.

The selected proposer must provide the JPA with the required insurance certificates within 14 days of notice of selection.

Questions and Requests for Information (RFI)

Proposers may submit questions regarding this RFP to the primary contact, Melissa McChesney (mmcchesney@padre.org), prior to the RFI deadline: October 20, 2020.

The questions and the JPA's responses will be delivered to all Proposers in writing, except that the JPA intends to respond individually to those questions identified by a proposer and deemed by the JPA as containing confidential or proprietary ("confidential") information. If a proposer believes a question contains confidential information (including that the question itself is confidential), it may mark such question as "confidential." The JPA may disagree with the proposer's assessment as to the confidentiality of information in the interest of maintaining a fair process or complying with applicable governmental rules.

Under such circumstances, the JPA will inform the proposer and may allow the proposer, within a time period set by the JPA, to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if the JPA determines that it is appropriate to provide a general response, the JPA will modify the question to remove information that the JPA determines is confidential. If a proposer fails to respond to the JPA within the time period set by the JPA, such failure shall be deemed proposer's consent to the JPA's answering the question non-confidentially.

The JPA may rephrase questions as it deems appropriate and may consolidate similar questions. The JPA may also create and answer questions independent of the proposers' questions. The JPA may issue multiple sets of responses at different times during the procurement process.

Schedule for Selection and Award

The JPA anticipates that the process for nominating and selecting the Consultant and awarding the Contract will be according to the following tentative schedule.

Activity	Date
RFP Released	October 6, 2020
Cut-off date for Requests for Information (RFIs)	October 20, 2020
Proposals Due	October 28, 2020 (12:00pm, PST)
Review Proposals	Week of November 2, 2020
Consultant Interviews (if required)	Week of November 16, 2020
Consultant Selection	November 23, 2020
Projected JPA Board Approval	December 10, 2020

See Section 4: Evaluation and Selection Criteria for information on how we will select a consultant.

Number of Copies

Six (6) hard copies of the proposal shall be submitted and one electronic copy before the deadline.

Electronic copies will be accepted but should not be provided in lieu of hard copies. Hard copies should still

be provided. Electronic PDF copies may be emailed to Melissa McChesney at mmcchesney@padre.org or delivered on a USB flash-drive at the location specified.

Proposal Submission Instructions and Due Date

All proposals shall be delivered/received to Padre Dam Municipal Water District no later than **12:00pm (PST) on October 28, 2020**. The time and date of receipt will be based on the JPA/Padre Dam’s physical acceptance of the proposal. Postmarked, facsimile or electronic timestamps will not be determinative of the time of receipt. Proposers are solely responsible for the timeliness of their submissions.

Due to the current COVID-19 environment, Padre Dam’s Customer Service Center (the “Customer Service Center”) (located at the hand-delivered address below) is closed until further notice due to social distancing guidelines. If the Customer Service Center opens in advance of the proposal submittal deadline, the JPA will accept proposals at the customer service counter at the address below. If the Customer Service Center remains closed, proposers shall adhere to the following instructions:

1. Provide a valid email address on the front cover of the proposal.
2. Seal proposals in a weatherproof container.
3. Leave the proposal on the table set up outside of the Customer Service Center
4. Call Padre Dam’s communications staff at 619-258-4680 upon arrival to let Padre Dam staff know a proposal is being dropped off.
5. Ring the doorbell on the right side of the Customer Service Center lobby door.
6. Padre Dam staff will retrieve the proposal after the proposer has left.
7. Padre Dam staff will open the materials and stamp that they have been received.
8. Padre Dam staff will contact the proposer at the email provided on the front cover of the proposal to confirm receipt.

Alternatively, proposals may be mailed to the P.O. Box address listed below.

Mail Proposals To:

Melissa McChesney
Padre Dam Municipal Water District
P.O. Box 719003
Santee, CA 92072-9003

Hand-Deliver Proposals To:

Melissa McChesney
Padre Dam Municipal Water District
9300 Fanita Parkway
Santee, CA 92071
(DO NOT MAIL TO THIS ADDRESS)

Section 4: Evaluation and Selection Criteria

The JPA will evaluate and rank the proposers by scoring the evaluation criteria below. The evaluation criteria are intended to allow the JPA to evaluate specific aspects of a proposal.

Proposals will be scored on a 170-point basis using the following criteria:

Criteria	Weighted Value	Score (1 = low, 5 = exceptional)	Total Score	Max Score
Ability to Support the Program	10			50
Relevant Experience of Team	20			100
Approach and Understanding of the Outreach Needs of the Program	50			250
Qualifications of Team and Organization	20			100
Proposer's interview presentation and team approach (if required)	50			250
Total Proposal Points with Interviews Conducted	150			750

Proposal Evaluation Factors

1. **Ability to Support the Program** – Up to 50 points may be awarded based on the proposer's area of expertise, location of the office that will manage the project, length of time in business, and firm's commitment to provide necessary resources to perform and complete high quality communications and outreach program.
2. **Relevant Experience of Team** – Up to 100 points may be awarded based on a description of the proposer's past performance and experience in successfully managing and implementing projects of similar scope and topic. Proven specialization and experience in performing work of a similar nature, experience working with public agencies, record of completing work on schedule and budget, strength and stability of the firm and assessment by client references.
3. **Approach and understanding of the Outreach needs of the Program** – Up to 250 points may be awarded based on the proposer's approach and methodology to assist the JPA in delivering an exceptional communications and outreach program, the proposer's understanding of the tasks that must be accomplished to complete the project (comprehensive scope of services); how the proposers plan to execute the tasks, and consideration of project implementation.
4. **Qualifications of Team and Organization** – Up to 100 points may be awarded based on the resumes for key project team members showing specific knowledge and relevant experience on recent projects of similar nature. Identify the Project Manager who will be responsible for the day-to-day management of project tasks. Submittal of an organizational chart shall be evaluated to demonstrate the proposer's ability to assemble a highly qualified team with a depth of resources to ensure a high performing communications and outreach program.

5. **Interview (if required)** – Proposers invited to an interview (based on proposer’s written proposal score) will be further evaluated using the presentation done by the proposer at the interview. The presentation will be awarded up to 250 points based on organization of the presentation, presentation approach, presentation skills of the proposer and information shared by proposer during the presentation.

Once the top firm has been determined based on the selection criteria listed above, the JPA will start contract negotiations with the top ranked firm. If contract negotiations are not successful, the second ranked firm may be asked to negotiate a contract with the JPA.

- The JPA may cancel, modify, or withdraw this RFP in whole or in part at any time prior to execution by the JPA of the Contract without incurring cost obligations or liabilities.
- The JPA may issue a new RFP or modify dates set or projected in the RFP and extend any deadlines.
- The JPA may accept or reject any or all proposals or other documents/information submitted in connection with a proposal.
- The JPA may issue addenda, supplements, and modifications to the RFP.
- Proposals will be evaluated and ranked per the evaluation criteria by a Proposal Evaluation Committee.
- Discussions **may** be conducted with the most qualified bidders for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.
- Revisions **may** be permitted by the selected proposer, per JPA approval, after submissions, and prior to award, for the purpose of obtaining best and final offers.
- The Proposal Evaluation Committee will rank all RFPs and will be responsible for negotiating a firm contract price with the highest ranked proposer.
- If no agreement can be reached in the JPA’s sole discretion, negotiations may begin with the second ranked firm.
If a firm is selected, it is anticipated that the form of agreement will be as attached in Exhibit A, subject to the Board’s approval.
- All proposals shall become the property of the JPA and will not be returned. Proposals also become public records and as such may be subject to public review.

Deadline:

The deadline for receiving proposals is by **12:00pm (PST) on October 28, 2020**.

Exhibit A: PROFESSIONAL SERVICES AGREEMENT

Below is the Professional Services Agreement that will be used with the selected consultant.

EAST COUNTY ADVANCED WATER PURIFICATION JOINT POWERS AUTHORITY PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20__ (the "Effective Date"), by and between the EAST COUNTY ADVANCED WATER PURIFICATION JOINT POWERS AUTHORITY (hereinafter referred to as the "JPA"), organized and existing under the Joint Exercise of Powers Act, Government Code § 6500 et seq. and _____, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** (hereinafter referred to as "Consultant").

(a) RECITALS

- A. The JPA is a California joint powers agency established by a Joint Exercise of Powers Agreement ("JPA Agreement") entered into by Padre Dam Municipal Water District, the City of El Cajon and the San Diego County Sanitation District for the purpose of financing, designing, constructing and operating the East County Advanced Water Purification Project (hereinafter referred to as "the Project").
- B. Pursuant to the terms of the JPA Agreement, Padre Dam Municipal Water District, (hereinafter referred to as "Interim Administrator") serves as the JPA's Interim Administrator for the purpose of performing all services reasonably necessary for the management and administration of the JPA.
- C. The JPA is a public entity of the State of California and is in need of professional services for the Project.
- D. Consultant is duly licensed and has the necessary qualifications to provide such services.
- E. The parties desire by this Agreement to establish the terms for JPA to retain Consultant to provide the services described herein.

(b) AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the JPA with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the JPA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." Payments may be made by the Interim Administrator on

behalf of the JPA. **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the JPA will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the JPA, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the JPA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the JPA and executed by both parties before performance of such services, or the JPA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by JPA.

5. Initial Term, JPA's Option to Renew, and Time of Performance.

a. This Agreement shall take effect on the Effective Date, and shall remain in effect until June 30, 2021 (the "Initial Term"), unless renewed by JPA in its sole discretion or terminated earlier in accordance with this Agreement.

b. Before the expiration of this Agreement, JPA may, in its sole discretion, renew this Agreement for up to five additional terms of any length determined by JPA in its sole discretion (each an "Option Term"), provided that each Option Term shall have an expiration date corresponding to the end of a JPA fiscal year. Notwithstanding the above, this Agreement shall terminate no later than June 30, 2027.

c. JPA may exercise its right to renew this Agreement by giving written notice to Consultant no later than [] days prior to the expiration of the Initial Term or the then current Option Term, which notice shall include JPA's proposed term length. Upon delivery of such notice, JPA and Consultant shall promptly meet and confer to agree upon the fee for Consultant's services during the proposed Option Term.

d. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the JPA to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C and renumber all**

subsequent exhibits accordingly.]The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither JPA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the JPA, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the JPA, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of JPA. No employee or agent of Consultant shall become an employee of JPA. The work to be performed shall be in accordance

with the work described in this Agreement, subject to such directions and amendments from JPA as herein provided.

11. Insurance

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the JPA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury/Advertising Injury

(3) Premises/Operations Liability

(4) Products/Completed Operations Liability

(5) Aggregate Limits that Apply per Project

(6) Explosion, Collapse and Underground (UCX) exclusion deleted

(7) Contractual Liability with respect to this Contract

(8) Broad Form Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(v) The policy shall give the JPA, its member agencies, Board, each member of the Board, officers, employees, agents and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the JPA, and provided that such deductibles shall not apply to the JPA as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the JPA.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering automobile liability (Coverage Symbol 1, any auto).

(iii) Subject to written approval by the JPA, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the JPA as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the JPA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the JPA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the JPA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the JPA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the JPA or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the Effective Date. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the Effective Date; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the Effective Date.

(iv) All required insurance coverages shall contain or be endorsed to waive subrogation against the JPA, its member agencies, officials, officers, employees, agents, and volunteers

or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against JPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the JPA, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the JPA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, JPA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by JPA will be promptly reimbursed by Consultant or JPA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, JPA may cancel this Agreement.

(iii) The JPA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the JPA, its member agencies, Board, any member of the Board, directors, officers, employees, agents, nor volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements.

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the JPA that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the JPA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, JPA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of JPA's choosing), indemnify and hold the JPA, its member agencies, officials, officers, employees, volunteers, and agents

free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the JPA or its member agencies, officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the JPA, Consultant's obligations shall be reduced in proportion to the established comparative liability of the JPA and shall not exceed the Consultant's proportionate percentage of fault.

13. Interim Administrator.

As Interim Administrator of the JPA, the Interim Administrator may perform any or all acts necessary or convenient to the performance of this Agreement on behalf of the JPA. The Parties acknowledge and agree that the Interim Administrator is an agent of the JPA for all purposes under this Agreement.

14. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the JPA, its members, officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Debarment and Suspension Certification.

Pursuant to Executive Order 12459, Consultant certifies that it is not ineligible or will not knowingly contract with anyone who is ineligible under 40 C.F.R. Part 32 to participate in the Project. Consultant shall complete and submit to the JPA the "Debarment and Suspension Certification" form attached hereto as Exhibit "D."

17. Lobbying Certification.

Consultant agrees to not expend any contract funds to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. Consultant shall complete and submit to the JPA the "Use of Contract Funds for Lobbying Certification" form attached hereto as Exhibit "E" and agrees to comply with such restrictions for the term of the Agreement, as required by 31 U.S.C. 1352. Consultant shall require all subconsultants and sub-subconsultants to complete and submit to the JPA the certification form in Exhibit E and to comply with the same.

18. Drug-Free Workplace Certification.

Consultant shall not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity in connection with the Project. Pursuant to 40 C.F.R. Part 32, Subpart F, Consultant shall complete and submit the "Certification Regarding Drug-Free Workplace Requirements" form attached hereto as Exhibit "F" and shall comply with such requirements.

[Delete the following provision and renumber all further provisions, if not applicable.]

19. JPA Material Requirements.

Consultant is hereby made aware of the JPA's requirements regarding materials, as set forth in **[Insert the name of the document (ie: Branding Guidelines, etc.) that contains the JPA's standard material requirements]**, which are deemed to be a part of this Agreement.

20. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

21. Termination or Abandonment

a. JPA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, JPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. JPA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by JPA and Consultant of the portion of such task completed but not paid prior to said termination. JPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to JPA only in the event of substantial failure by JPA to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the JPA.

23. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the JPA.

Consultant shall employ and utilize the key personnel identified in its proposal for the responsibilities described therein. Consultant may not replace any key person without the JPA's prior written approval.

If any key person resigns from Consultant's employment, is unavailable due to disability, leave of absence, death, promotion, termination, replacement for-cause or is otherwise unavailable, Consultant shall replace such person with a person of at least equivalent experience, ability and expertise, who is approved, in writing, by the JPA (in its sole discretion) prior to such replacement.

24. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic plans and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other JPA site, will be covered by, and be the subject of, a separate Agreement for between JPA and the Engineer chosen therefore by JPA.

25. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

JPA:

East County AWP JPA
c/o Padre Dam Municipal Water District
Attn:
P.O. Box 719003
Santee, CA 92072-9003

CONSULTANT:

and shall be effective upon receipt thereof.

26. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the JPA and the Consultant.

27. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall comply with the following federal non-discrimination requirements:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- (b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against persons with disabilities.
- (c) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits age discrimination.
- (d) 40 C.F.R. Part 7, as it relates to the foregoing.
- (e) Executive Order No. 11246.

Equal Employment Opportunity Obligations Under Executive Order No. 11246:

The Consultant shall comply with Executive Order No. 11246, entitled 'Equal Employment Opportunity, as amended by Executive Order No. 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Consultant's compliance with Executive Order No. 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this Agreement, the Consultant agrees as follows:(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.(4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

28. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of JPA and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

29. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

30. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of JPA. Any attempted assignment without such consent shall be invalid and void.

31. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

32. Time of Essence

Time is of the essence for each and every provision of this Agreement.

33. JPA's Right to Employ Other Consultants

JPA reserves right to employ other consultants, including engineers, in connection with this Project or other projects.

34. Prohibited Interests

Consultant warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, JPA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of the JPA, during the term of his or her service with JPA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

35. Funding Sources

a. Consultant acknowledges that (1) the Project may be paid for with funds received through the Water Infrastructure and Innovation Act, California Clean/Drinking Water State Revolving Fund or other State or federal funding or grant programs (together "Funding Programs"), and (2) the application to receive those funds has been approved or may be approved after the Effective Date.

b. The Consultant shall provide or cause to be provided such information, documentation, and administrative assistance as JPA may request, and shall take such actions and execute such documents as are required to be in Consultant's name (including any amendments required to this Agreement), to enable JPA to meet all requirements of the Funding Programs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**EAST COUNTY ADVANCED WATER
PURIFICATION JOINT POWERS AUTHORITY**

[INSERT CONSULTANT NAME]:

By: _____

By: _____

Name: G. Allen Carlisle

Name: _____

Title: CEO / General Manager of Padre Dam,
JPA Interim Administrator

Title

Approved as to Form: **[Required only if contract is \$50,000 or more AND/OR contract provisions vary.]**

Nicholaus Norvell
Interim JPA Legal Counsel
East County Advanced Water Purification
Joint Powers Authority

Professional Services Agreement
Between the East County Advanced Water Purification Joint Powers Authority
and [INSERT CONSULTANT NAME]

EXHIBIT
Scope of Services

A

Professional Services Agreement
Between the East County Advanced Water Purification Joint Powers Authority
and [INSERT CONSULTANT NAME]

EXHIBIT

B

Schedule of Charges/Payments

Consultant will invoice Padre Dam Municipal Water District, as the Interim Administrator of the East County Advanced Water Purification Joint Powers Authority (“Administrator”) on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform Administrator regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Professional Services Agreement
Between the East County Advanced Water Purification Joint Powers Authority
and [INSERT CONSULTANT NAME]

EXHIBIT
Activity Schedule

C

Professional Services Agreement
Between the East County Advanced Water Purification Joint Powers Authority
and [INSERT CONSULTANT NAME]

EXHIBIT
Debarment and Suspension Certification

D

The undersigned Consultant certifies on behalf of itself and all subconsultants the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a 3-year period preceding the proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Suspension and debarment information can be accessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts entered into pursuant to the Agreement. Consultant acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of the Agreement, or pursuance of legal remedies including suspension and debarment. Where Consultant is unable to certify to any of the statements in this certification, it shall attach a certification to this Agreement stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: [____], 2020

Consultant: _____

Signature: _____

Title: _____

Professional Services Agreement
Between the East County Advanced Water Purification Joint Powers Authority
and [INSERT CONSULTANT NAME]

EXHIBIT

E

Use of Contract funds for Lobbying Certification

The undersigned Consultant certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall submit it with the executed this Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure, if any.

Professional Services Agreement
Between the East County Advanced Water Purification Joint Powers Authority
and [INSERT CONSULTANT NAME]

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: [____], 2020

Firm/Entity: _____

Signature: _____

Title: _____

Consultant: _____

[Copy this form and modify as needed for execution by all subconsultants.]

EXHIBIT**F****Certification Regarding Drug-Free Workplace Requirements**

Consultant certifies on behalf of itself the following:

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance:

(Street Address) (City) (County) (State) (Zip Code)

(Street Address) (City) (County) (State) (Zip Code)

Date: [____], 2020

Signature: _____

Title: _____

Consultant: _____