REQUEST FOR PROPOSALS (RFP) for
WEBSITE REDESIGN, CONTENT MANAGEMENT
SYSTEM, HOSTING AND SECURITY SERVICES

December 31, 2019

PROPOSALS ARE DUE NO LATER THAN
*Monday February 10, 3:00PM PDT*
RFP Instructions

1. Objective:
   Alameda County Water Conservation and Flood Control Agency, Zone 7 ("Zone 7") is soliciting bids to identify a vendor qualified to plan, execute, and deliver the redesign of Zone 7’s website www.zone7water.com and content management system and upon completion, ongoing hosting, maintenance support, and website security services.

2. Completing this RFP:
   a. Please review this RFP document in its entirety.
   b. Prepare and submit three hard copies and one electronic copy of your proposal package, which shall consist of: (1) Transmittal memo, (2) Technical Proposal, and (3) Cost Proposal (Microsoft Excel) via:
      i. Mail or delivery of hard copies: Attn: Alexandra Bradley, Communication Specialist, 100 North Canyons Pkwy, Livermore, CA 94601 and
      ii. Electronically: abradley@zone7water.com; please confirm receipt of emailed proposal to ensure delivery. Please include in subject line: “Response to RFP – Website Redesign, Content Management System, Hosting And Security Services”
   c. Deadline: Both hard copies and electronic version of proposals, must be received by Zone 7 no later than Monday, February 10, 2020, 3:00PM. No proposals will be accepted after Monday, February 10, 2020, 3:00PM. Postmarks will not be considered.

3. Questions regarding this RFP:
   For clarification and questions regarding this RFP, please email: abradley@zone7water.com. No phone calls please.
**RFP Timeline**

- RFP Solicitation Package Released: December 31, 2019
- Written Inquiry Submissions Due: January 11, 2020
- Response to Written Inquiries: January 18, 2020
- Proposals Due: February 10, 2020
- Proposal Evaluations: February 11-18, 2020
- Proposer Interviews & Demo Site Testing: February 19-March 4, 2020
- Preparation of Item for Board Approval: March 5, 2020
- Board Approval: March 20, 2020
- Start of Proposer Services & Kick-off Meeting: Second week of April 2020
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I. INTRODUCTION

Zone 7 is requesting proposals for a redesign of the Agency website www.zone7water.com, content management system. The redesign of the website is an integral part of the Agency’s broader communications plan to enhance and improve the delivery of information and services to our community.

Zone 7’s goal is to deliver an intuitive, welcoming, graphically-sophisticated, cost effective, and fully responsive website to our residents no later than 6 months after contract start date. Zone 7 seeks an exceptional company who is committed to delivering superior customer service long after the website launch date and for the duration of the contract.

There is no expressed or implied obligation for the Agency to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The Agency reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by individuals from the Office of the General Manager and relevant staff. During the evaluation process, the Agency reserves the right, where it may serve the Agency’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Agency, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Agency reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the Agency and the firm selected. The Agency has a standard two-party Professional Services Agreement, to which adherence is assumed unless specific objections are noted in the proposal by the candidate firm. The Professional Services Agreement is attached. Please note the minimum insurance requirement in the agreement.

It is anticipated the selection of a firm will be completed by March 20, 2020. Following the notification of the selected firm, it is expected the Professional Services Agreement will be executed between both parties by April 15, 2020.
a. ABOUT THE AGENCY

On June 18, 1957, Livermore-Amador Valley voters overwhelmingly approved creation of the Alameda County Flood Control and Water Conservation District, Zone 7 in order to place under local control, through a locally elected board of directors, the vital matters of flood protection and water resource management in eastern Alameda County.

Zone 7 is the water wholesaler and supplies treated drinking water to retailers serving approximately 260,000 people in Pleasanton, Livermore, Dublin and, through special agreement with the Dublin San Ramon Services District, to the Dougherty Valley area. We also supply untreated water for irrigation of 3,500 acres, primarily South Livermore Valley vineyards. Zone 7 owns and maintains 37 miles of local flood-protection channels, about a third of all the Valley’s channels and creeks. The remaining channels are owned either privately or by other public agencies, which are responsible for repairs and maintenance.

In addition, Agency staff, water service retailers, elected officials, contractors, and customers also visit the website for information.

b. WEBSITE REDESIGN PROJECT MANAGEMENT

The vendor’s principal contacts with the Agency will be Valerie Pryor, General Manager, and Alexandra Bradley, Communication Specialist. Alexandra Bradley will serve as the Project and Contract Manager.

c. NETWORK DESCRIPTION

Zone 7 currently utilizes Joomla for website content management and Siteground for hosting services. Zone 7 has an outside contract for website security and update maintenance. The Agency prefers to move toward a more user friendly platform that Agency staff can easily be trained on and requests that ongoing security, maintenance and hosting services be a part of the proposal so that all website related functions are under one contract.

The Zone 7 Water Agency computer network utilizes a Microsoft Windows 2012 and 2016 server network. Agency computers and users are authenticated using various security protocols before accessing the Agency’s internal network.

Agency communication system consists of Microsoft Office 365 email system.

III. ASSISTANCE PROVIDED TO THE SELECTED VENDOR
Appropriate Agency employees, including responsible management personnel will be available during the process to assist the firm by providing information, documentation and explanations.

Information Technology personnel will be available to provide systems documentation and explanations. The selected vendor will be provided use of the Agency's computer hardware and software if mutually agreed upon. Please include your information technology assistance request as a part of the Technical Proposal of this Request for Proposal.

The Project Manager, Alexandra Bradley will form a Website Redesign Steering Committee and will facilitate meetings between the firm and Agency staff to collect information regarding existing website content and capabilities and also desired content and capabilities for the new website. The Project Manager will also coordinate with the firm to arrange Agency staff training for use and maintenance of the new website, as well as ongoing training sessions and updates as needed.

IV. SCOPE OF WORK

The Agency is interested in a modern and clean website that can serve our customers – treated water customers (retailers), untreated water customers, contractors, agency partners, educators and the general public.

The Agency would like a website that is easy to navigate and engaging, provides easily accessible information and education to customers and most importantly, improve the Agency’s ability to provide timely information and updates, agency transparency, emergency notifications, outreach event management, conservation messaging, bid and job postings, and rebate applications.

The website should easily integrate the Agency’s social media platforms which currently include Facebook and Nextdoor, but should also integrate with Instagram, LinkedIn and Twitter. The Agency also maintains an eNewsletter signup and archives on the website which should be included.

Lastly, the website must display equally well on computer, tablets, and mobile devices.

The Agency website will serve as the foundation for all of the Agency’s current and future communications and as a platform for interactive public participation and information resource.

Please note, as a wholesaler, Zone 7 does not have the need for any billing service interfaces or customer database systems on the website.

a. PRIMARY GOALS
Easy to use: Provide our website users with an easy to use and informative website that is up-to-date, interactive, accessible, and engaging. For example: A non-tech savvy resident would be able to get on the website and very quickly find out information about upcoming board meetings and agendas.

Integration with third party applications: Provide website with ability to easily integrate with third party applications and two way systems such as those conservation rebate programs, notification/newsletter sign ups, social media, ARCGIS applications, bid posting updates, volunteer opportunities, etc.

Attractive and consistent look and feel: Provide a uniform, attractive, consistent look and feel to each web page that incorporates branding = modern, clean, uncluttered, graphically/photographically appealing to the eye.

Easily updatable by multiple staff members: Improve Agency non-technical staffs’ ability to update the website and maintain pages with current information, photos and videos, graphics, and forms without html platform. The Agency currently has one staff person dedicated to communications and would like the ability to assign a wide range of rights and privileges for pages/website to enable non-technical staff to carry out updates with minimal training and website experience required. Agency prefers two-factor authentication login for added security in the website editor and separate logins for each user with varying permission levels assigned to each login.

Expandability: Allow Agency staff to update, refresh, grow, and expand website without needing to plan a costly and time-consuming future redesign.

b. TECHNICAL REQUIREMENTS

Web Content Management:

Non-technical Agency employees must be able to easily and quickly update and manage content on the Agency website through the following features:

1) Secure, browser-based administration
2) WYSIWYG text editor
3) Departmental/project update capabilities for web content
4) Content approval process
5) Single-source web publishing
6) Automatic conversion of MS Word formatting to HTML
7) Spelling and grammar check
8) Email address masking
9) Content scheduling
10) Document central
11) Image library
12) Printable pages
13) ADA and WCAG compliant
14) E-commerce capabilities such as rebate and permit applications

- Cross Platform/Browser Compatibility: The website must be compatible with a wide range of web browsers (Google Chrome, Safari, Firefox, Microsoft Edge, screen readers, etc.) No special plug-ins other than Flash, Acrobat Reader or Microsoft Office viewers should be required.

- Intuitive Navigation: The information architecture must be user-centric and easy enough for users to navigate the website without requiring the use of the search engine tool to find information. There should be a standardized format and an enhanced graphical look for all pages that creates a unified theme throughout the site. The most important/most requested information should be accessible from the home page. Dynamic bread crumbs and a dynamic site map should be included.

- Integrated Interactive Components: Interactive components (i.e. calendars, e-subscription services, registration, forms/surveys, and site search) should be implemented to make the website more engaging and useful for website visitors. Components should be easily updated by staff.

- Accessibility: The new website must meet accessibility requirements so that users with disabilities have full access to the website.

- Quick loading: Web pages on both high speed and low speed internet connections should load quickly.

- Support online registrations, permits, self-reporting and transactions: This includes secure processing of applications such as rebates, permits and other forms online.

- Proposer will migrate existing content from Zone 7’s current website to the newly created site.

- Ensure Zone 7’s website meets its minimum site and service requirements (see Appendix B).

- Ensure Zone 7’s website is able to integrate with its third-party applications (see Appendix C).
o No proprietary or non-standard code should be used.

o Additional Information:
Below are websites that Agency staff have come across and would like to
provide as a point of reference. We welcome your ideas and are open to
different options that could satisfy Agency goals and technical requirements
for its new website.
www.ntmwd.com
www.irwd.com
www.smud.org
www.wmwd.com
www.tangiwater.com
www.southernwater.co.uk

c. OUTLINE FOR COLLABORATIVE REDESIGN

1. Plan the Redesign: Work with the Agency Website Steering Committee to plan
the redesign of the Agency website. This includes preparation of a project plan
and schedule, project assessments, research, goals and objectives definitions,
information architecture, site navigation, look and feel, content migration, site
features and functionality, and technologies and tools. At least three different
graphical mock-up and storyboard options must be provided in the planning
phase of the website. The design must reflect the community served by the
Agency as well as the Agency’s mission, vision and values.

2. Implement Redesign Plan: Implement redesign based on plans agreed upon
by the Agency. Implementation includes process and procedures, hardware and
software installation, programming, security, hosting services, graphic design
and more.

3. Quality Assurance and Testing: Conduct quality assurance and testing on the
redesigned website. Product must meet all goals (listed above), technical
requirements (as detailed below) and other elements as agreed upon during the
planning of the redesign.

4. Launch the new website to meet minimum site and service requirements. (See
Appendix B: Minimum Site and Service Requirements)

5. Archive old site and content.

6. Maintenance and Support: Discuss required/recommended ongoing security,
maintenance and support. Please separate out any costs associated with
security, maintenance and support, and specify options for providing ongoing
maintenance and support.
7. Documentation and Training: By the end of the project, provide complete website documentation for installation, maintenance, disaster recovery, and training purposes that is user-friendly, so that non-technical Agency employees can easily learn how to operate and update website. In addition, provide training and guidance/process documents as necessary.

8. Ensure Zone 7’s website is ADA compliant.

9. Ensure Zone 7’s website is able to integrate with its third-party applications.

V. PROPOSAL REQUIREMENTS IN DETAIL

a. Transmittal Letter

A signed transmittal letter confirming the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer valid through April 30, 2020.

b. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the redesign of the Agency’s website in conformity with the requirements (goals, technical requirements, etc.) of this Request for Proposal. The Technical Proposal should specify an approach that will meet the Request for Proposals requirements. The Technical Proposal should address all the points outlined in the Request for Proposal (excluding any cost information, which should only be included in the Cost Proposal). The Technical Proposal should be prepared simply and economically, providing a straightforward and concise description of the proposer’s capabilities to satisfy the requirements of the Request for Proposals. **While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated:**

1. Executive Summary: A one-page summary of your experience with website redesign with other government agencies of a similar size (preferably water or utility companies), what components would be included in our website, your development approach, date of completion and cost.

2. Company Information:
a. List of 5 websites that your company has designed and developed within the last five years. Work that is similar and relevant to this project preferred. Please indicate the scope of work, date, total hours, and the name and telephone number of the client contact.

b. Describe your experience in producing websites for government agencies.

c. Provide four references from current and/or former clients within the last 3 years.

d. Provide background and experience levels of employees that will be assigned to this project along with their references. Please include their experience with implementations of similar applications/systems in comparable sized water Agencies.

e. Provide client retention rate.

3. Project Proposal:

a. Overview of proposed website redesign features and functionality.

b. Description of how your proposal will meet the current and future needs of the Agency’s customers and stakeholders, Agency goals for its website redesign, and technical requirements.

c. Description of items you would need from the Agency and deadline for each item. Describe your training plan and timeline. Be sure to address current and future training of both current and future Zone 7 employees.

d. Description of how you will involve and work closely with the Project Manager and Website Redesign Steering Committee.

e. Proposed technologies and third party applications with justifications and benefits. Please include how proposed technologies and third party applications might perform better than currently used technologies and third party applications.

f. Proposed schedule and timeline and provide a thorough description of your implementation process.

g. Describe the quality control procedures and testing methods you will take.

h. Other value added approaches, ideas, recommendations, etc.
i. It is Zone 7’s wish to have access to Proposers’ “sandboxes,” or demo sites, to enable staff to do simple use case and usability testing during the evaluation and selection period.

j. Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support (in Pacific Time), methods to access support, after-hours support, response time commitments, and escalation procedures.

k. Describe the Proposer’s strategy for keeping the software current with changing technology. Include software release, update frequency, and procedures to perform updates.

l. Provide an explanation of the software license, Proposer’s annual maintenance program including any warranties, software versioning and updates, and custom development.

m. Explain the steps taken to identify and ensure ADA compliance, and the availability of accessibility support required by technologies like WAI-ARIA for screen readers.

n. Describe security, backup, version control, restore points, and disaster recovery processes and procedures.

o. Describe the proposed hosting services and associated ongoing service level commitments that ensure a high performing website.

p. Provide the URLs for at least five, and no more than six, websites the company has designed, along with a brief description of how the UX was improved through the redesign.

4. Firm/company Qualifications and Experience:

   a. The proposer should state the size of the firm, the location of the office from which the work on this project is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. Note: No subcontractors shall be used for this project.
b) Identify if the Proposer is a subsidiary of a larger company and identify any mergers, acquisitions, or sales of the Proposer’s company within the last five years. If so, provide an explanation with relevant details.

5. Employee Qualifications and Experience:

a. Identify the principal supervisory and management staff, managers, other supervisors and specialists, who would be assigned to this project. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this project.

b. Indicate how the quality of staff over the term of the agreement will be assured. Supervisors, employees and specialists assigned to this project may be changed if those personnel leave the firm, are promoted or are assigned to another office. Personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience. The Agency retains the right to approve or reject replacements.

6. Identification of Anticipated Potential Problems:

a. The proposal should identify and describe any anticipated potential problems, the firm’s approach to resolving these problems and any special assistance that will be requested from the Agency.

7. Proposal Format:

a. The Technical Proposal is not to be more than ten single-sided pages in length including single page resumes of persons to be assigned to the project. No proposed costs should be included in the Technical Proposal.

8. Cost Proposal

a. The Cost Proposal should contain all pricing information relative to performing the project as described in this Request for Proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The first page of the Cost Proposal should include the following information:
1. Name of Firm;
2. Certification that the person signing the Cost Proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the Agency;
3. A brief schedule of how the project will progress and the anticipated completion date;
4. A total all-inclusive maximum annual price for the project.

The second page of the Cost Proposal should provide a breakdown of the total maximum price, and should also include the individual costs and expected hours to complete each of following tasks:

1. Initial website design and content migration from current Zone 7 website;
2. Initial development for rebate and permit portal and ongoing maintenance for the portal;
3. Initial and continuing training services;
4. Ongoing website maintenance, security, and customer support after website’s launch;
5. Annual hosting fee;
6. Other ongoing costs that are not listed in this RFP that you feel would be helpful to Zone 7(specify).

Notes:
• The Agency will not be responsible for expenses incurred in preparing and submitting the Technical Proposal and Cost Proposal. Such costs should not be included in the proposal.
• The Agency is not responsible for submittals that are delinquent, lost, and mismarked.
• Out-of-Pocket expenses for firm personnel (e.g. travel, lodging and etc) will be reimbursed at the rates used by the Agency for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the second page of the Cost Proposal. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.
• If it should become necessary for the Agency to request the selected vendor to render any additional service to either supplement the services requested in this Request for Proposal, or to perform additional work as a result of the specific recommendations included in any report issued on this project, then such additional work shall be performed only if set forth in an addendum to the contract between the Agency and the firm. Any such additional work agreed to between the Agency and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Cost Proposal.
VI. RFP SELECTION PROCESS AND TIMELINE

Proposals submitted will be evaluated by a committee made up of agency management and staff. Zone 7 will select the most qualified proposal based on the factors below. Responses to the RFP should address the qualities and criteria that are listed below at a minimum:

1. Mandatory Elements (20%)
   a. Experience in Government/Public Agency Website Design
   b. Adherence to Instructions on Preparing and Submitting Proposal

2. Technical Quality (40%)
   a. Quality of Proposer’s Personnel Assigned to Project
   b. Quality of Proposer’s CMS
   c. Quality of UX in Sample Websites

2. Quality of Customer Service (20%)
   a. Oral Presentation
   b. References

4. Cost of Proposal (20%)

While Zone 7 desires to achieve the most cost-effective services, the emphasis is on the ability to best meet the needs stated in this RFP, and not necessarily the lowest cost proposal.

Oral Presentation:

During the evaluation process, the evaluation committee may, at its discretion, request any one or all firms to make oral presentations (in-person or skype). Such presentations will provide firms with an opportunity to answer any questions the evaluation committee may have on a firm’s proposal. Not all firms will be asked to make such oral presentations.

Final Selection:

The Agency will select a firm based upon the recommendation of the evaluation committee. It is anticipated that a firm will be selected and a contract will be executed between both parties by April 15, 2020.

Right to Reject Proposals:

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted.
and confirmed in the contract between the Agency and the firm selected. The Agency reserves the right without prejudice to reject any or all proposals.

Oral and Written Explanations:

Zone 7 will not be bound by oral explanations or instructions given at any time during the review process or after the award. Written inquiries regarding the details of the RFP must be submitted to Alexandra Bradley, Communication Specialist via email at abradley@zone7water.com, on or before January 11, 2020. Zone 7 will post written questions and responses on Zone 7’s website by January 18, 2020 at https://www.zone7water.com/business/construction-business-opportunities

Labor Laws:

The selected respondent and respondent’s agents and employees shall comply with all applicable provisions of the Labor Code and all federal, state, and local laws and regulations that affect the hours of work, wages and other compensation of employees, nondiscrimination, and other conduct of work.

Professional Services Agreement:

A sample Zone 7 Professional Services Agreement has been provided (see Appendix A) for the Proposer’s review and comment. If a Proposer wishes to take exception to any of the terms and conditions contained in the Professional Services Agreement, these should be identified specifically; otherwise it will be assumed the Proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for Zone 7 disqualifying a Proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, Zone 7 will consider that all items offered are in strict compliance with the RFP, and the successful Proposer will be responsible for compliance. Zone 7 will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal.

Insurance:

All Proposers should meet and maintain the minimum insurance requirements for the length of the agreement. See “Insurance” in the copy of the provided sample contract for specific details regarding insurance requirements.

Timeline:

The planning phase of the website redesign may commence upon notification to the selected vendor of the acceptance of their proposal and the signing of the Professional Services Agreement.
SERVICES AGREEMENT

between

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7

and

Consultant Name

for the

Project Name

Contract No. ________

Dated ____________________
AGREEMENT BETWEEN ZONE 7 WATER AGENCY OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND NAME OF CONSULTANT/CONTRACTOR

THIS SERVICES AGREEMENT ("Agreement") is dated this _______ day of __________________, 20___, in the City of Livermore, State of California, by and between ____________________, hereinafter referred to as ("Consultant") and ZONE 7 of ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("District"). Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. **Scope of Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Compensation"), which appendixes are attached and made a part of this Agreement.

2. **Term.** The Contract Term shall be __________. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Contractor on account of the Services performed shall be deemed as payments of the Compensation.

3. **Maximum Compensation.** Notwithstanding anything in this Agreement to the contrary, the maximum amount of money which the District shall be obligated to pay Consultants under this Agreement is $________________ (spell out in words).

4. **Standard of Performance.** Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a specialist in performing services of like nature and complexity of the Services.

Should service agreement become work on "Public Work": A contractor\consultant or subcontractor\sub-consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter [1770-1784 Labor Code], unless currently registered and qualified to perform public work pursuant to Section 7029.1 of the Business and Professional Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor\consultant is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

5. **Subconsultants.** Consultant shall perform the Services using the personnel and subconsultants listed in Appendix A. Consultant represents that it has and shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of
this Agreement to the extent of their scope of services. Consultant may substitute such personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon District written consent, which may be withheld or delayed in District discretion.

6. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

7. **Indemnification and Liability.** Consultant shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless the District and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person or employee), expense and liability of every kind, nature and description that arise from (1) Consultant’s negligent performance of the Services under this Agreement, or any part thereof, (2) any negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control, or (3) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement, or (4) any breach of this Agreement (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. Consultant shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement. If the services under this Agreement are for a construction project as defined in Civil Code Section 2782, then this provision shall apply to the extent permitted by that code section.

8. **Notices.** District and Consultant shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

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Zone 7 Water Agency                  Consultant Name
100 North Canyons Parkway            Attn:
Livermore, CA  94551                 Consultant Address
Attn:  General Manager
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or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.
9. **Insurance.** Consultant shall comply with all requirements of Appendix C, which is attached and made a part of this Agreement.

10. **Independent Contractor.** Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services, including but not limited to any applicable City of Pleasanton business tax, not explicitly assumed in writing by District hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

11. **Conflict of Interest.**

   11.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the Alameda County Flood Control and Water Conservation District and its Zone 7 Water Agency and their reporting requirements.

12. **Confidentiality.**

   12.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District or its tenants. Consultant agrees that all information disclosed by District to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own
proprietary data, and shall not accept employment adverse to District interests where such confidential information could be used adversely to District interests. Consultant agrees to notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

12.2 Any publicity or press releases with respect to the Project or Services shall be under District sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District prior written consent. Consultant shall have the right, however, without District further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.3 The provisions of this Section shall remain fully effective indefinitely after termination of Services to District hereunder.

13. Suspension and Termination of Services. (i.) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District written notice to Consultant demanding such cure. In the event District terminates Consultant’s right to proceed under this Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District best interests. In the event District terminates performance of the Services for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date up to but not exceeding the Agreement value of the services performed, but may recover no other cost, damage or expense. In all cases, Consultant shall terminate those portions of the Services specified and no compensation shall be due for any such Services performed after the date of termination or suspension.

14. Ownership of Work Product. Any interest (including copyright interests) of Consultant or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this
Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works and any former works created by Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works when and as created. With District prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

15. Audit/Inspection of Records.

15.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

15.2 The Consultant shall maintain full and adequate records to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of fifty (50) miles from the offices of District at 100 North Canyons Parkway, Livermore, California 94551, the Consultant shall, upon request of District, make such books and records available to District for inspection at a location within said fifty (50) mile radius or Consultant shall pay to District the reasonable, and necessary costs incurred by District in inspecting Consultant’s books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. District further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by District, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after District makes the final or last payment or within three (3) years after any pending issues between District and Consultant with respect to this Agreement are closed, whichever is later.

16. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City and County ordinances, rules and regulations)
regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. Non-Judicial Administrative Claim Settlement Procedure For Consultant Claims. In the event of any dispute between Consultant and District regarding any claim, demand or request by Consultant for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of District to make a decision), Consultant shall submit to the District a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Consultant's theory of entitlement, pricing calculations and attaches supporting documentation. District will then review Consultant's fully documented administrative claim; may conduct an administrative hearing, in which case Consultant shall attend, present documentation and information as requested; and District will then make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Consultant shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Consultant's timely submittal of the administrative claim and District decision thereon shall be an unwaviable condition precedent to Consultant thereafter filing a Government Code Claim under the California Government Code Section 901 et seq., (iii.) any and all such Government Code Claims in connection with this Agreement shall be presented to the District no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.

18. No Special or Incidental Damages. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. California Law. This Agreement shall be deemed to have been executed in the City of Pleasanton or Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this Agreement to another venue. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. In the event of litigation, the terms of this agreement shall be enforced first, and only when an answer
to a dispute is not found in the terms of the Agreement, then by reference to California law.

20. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Agreement. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

23. **Statutes of limitation.** As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for damages resulting from latent defects in performance, for which the statute of limitation shall begin running upon discovery of the damages, the defect and its cause.

24. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.
25. **Survival of Provisions.** Except as otherwise separately and expressly provided by the District in writing, the provisions of this agreement shall survive any expiration, breach, or termination of this Agreement, and any completion of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

“District”
ALAMEDA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT, ZONE 7

By: ________________________________
Valerie Pryor, General Manager

“Consultant”
(Name) ________________________________

a ________________________________ corporation,

By: ________________________________

________________________________________
Print Name and Title
(If Corporate Chairman, President or Vice President)

Tax I.D. Number __________________________

Include Company Main Address
LIST OF APPENDICES AND SCHEDULES

Appendix A    Scope of Services
Appendix B    Payments to Consultant
Appendix C    Insurance
APPENDIX A – SCOPE OF SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated ____________ (“Agreement”) ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY (“District”) and JPW Communications (“Consultant”), for the provision of professional services (“Services”).

1. Agreement Description.

1.1 General Requirements.

[Here state the requirements for Consultant’s Services and/or reference Exhibit/Attachment. To include:

- A description of the work expected including, if appropriate, the need for phases.
- A statement of purpose, objectives or goals
- Specific tasks, responsibilities or services required
- Required deliverables (acceptance criteria specified below)
- Identification of all other significant material to be developed under the agreement
- Required skill levels of assigned personnel
- Discuss coordination of schedule with the schedules of other Consultants and others, if applicable. Include reference to District approved budget.)

1.2 Milestone Schedule.

Consultant’s timetable for the Services shall be as follows [and/or reference Exhibit/Attachment]:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

1.3 Personnel and Subconsultants.

Consultant shall use only the personnel listed in Schedule 1.3A to the Agreement and the following subconsultants in performing the Services unless approved in writing by District:

Subconsultants Scope of Services

B-1
1.4 **Required Meetings, Interfaces, Products, Services.**

Consultant shall attend all meetings, conduct all interfaces, and supply all materials and services necessary to complete the Services. District calls Consultant’s attention to the following specific requirements.

Bi-monthly check-in meetings,

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.5 **District Training Requirements or Transition Requirements.**

Consultant shall provide training and or transition services as follows:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.6 **Special Warranty/Quality Requirements.**

The following special warranty or quality requirements apply to the performance, deliverables or materials developed under the Agreement.

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
1.7. **Performance Measurement Criteria.**

Consultant’s performance shall meet the following standards for [contents, quality, timeliness, codes or standards, objectives or baselines]:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.8 **Performance Incentives.**

Consultant’s performance shall be subject to the following performance incentives:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.9 **Standard Conditions Governing Consultant’s Service.**

The Agreement shall be performed to meet all applicable and the most current codes, laws, regulations, and professional standards. Time is of the essence in this Agreement.

1.10 **[OPTIONAL:] Coordination with District.**

At the outset of the Services under this Agreement, Consultant shall prepare and submit for District acceptance a task list. The purpose of this task list shall be to act as a District “to-do” list, promoting coordination between District and the Consultant. The task list shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Consultant’s anticipated specific requirements for information, decisions or documents from District necessary for Consultant’s performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

1.11 **Performance.**
Consultant shall prepare and maintain a Performance Schedule detailing the Consultant’s scheduled performance of the Services consistent with the milestone schedule.

1.12 **[OPTIONAL]** Monthly Progress Report.

Consultant shall provide District with a Monthly Progress Report, in writing, reporting on Consultant’s progress and any problems in performing the Services of which Consultant becomes aware. The Monthly Progress Report may be submitted with the monthly payment application and shall include, but not be limited to: (i.) a narrative of the work performed (including a list of any agreement deliverables) and identification of areas of concern, actions and approvals needed, (ii.) a schedule assessment and proposed ways to work around any problems that arise, (iii.) monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule, (iv.) cost/expenditure summary.

1.13 **[OPTIONAL]** Deliverables Required Under This Agreement.

Required Deliverables are discussed above and listed in [Appendix D]. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform to Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.15 **[OPTIONAL]** Consultant has prepared and supplied District with a proposed scope of work, which is attached to this Appendix as its Exhibit 1, and represents Consultant’s initial proposed scope of services necessary to achieve the results described herein, as well as additional negotiated scope of work items. This Appendix A and its Exhibit 1 are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing District with the broader scope of services shall have precedence.

1.16 **[OPTIONAL]** Consultant’s scope of work shall include any and all work or services necessary because of Consultant’s errors, omissions or conflicts of any type in Consultants’ Services, including but not limited to, deliverables supplied hereunder. All such services shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to deliverables that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.
END OF APPENDIX A
APPENDIX B – PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of, the Services Agreement dated ___________ ("Agreement") between ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY ("District"), and ("Consultant"), for the provision of professional services ("Services").

1. Basic Services. District will pay Consultant for Basic Services, a maximum compensation of $_____________ ("Contract Price"), which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If District and Consultant previously executed a services agreement for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that services agreement shall be subject to the terms of this Agreement and the previous payments deemed payments against the Contract Price established in this Appendix.

2. Work Breakdown Structure. To assist District in determining progress payments, Consultant shall provide District with an itemization of its Contract Price under this Agreement according to a Work Breakdown Structure ("WBS") that defines all project tasks, along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to District. The WBS shall further define which tasks are to be performed by each sub-consultant. [The WBS is attached to this Appendix as its Exhibit 1.]

3. Payment Schedule. Progress payments for Basic Services for each phase of the work shall be made as follows:

☐ upon completion of work

☐ monthly based upon Consultant’s percentage completion of the Services as determined by District

☒ as set forth in the attached schedule

4. Additional Services. District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Agreement executed by District and the Consultant. Each such amendment shall provide for a fixed price; or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount plus Costs and Reimbursables. Amendments must be negotiated and signed by the Consultant and District prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services. District shall pay Consultant for
Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times \[1.10\] for general and administrative expenses.

5. Costs and Reimbursables.

5.1 Additional Services. District will pay Consultant for “Costs and Reimbursable Expenses” in connection with Additional Services as set forth below. All costs not listed will not be allowed in connection with Additional Services.

5.1.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by District to travel to a location more than 50 miles from either the project site, the Consultant’s office(s), or District office, incurred performing Additional Services.

5.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance fax costs incurred performing Additional Services.

5.1.3 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.

5.1.4 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.

5.2 Basic Services. For Basic Services, District will not pay Consultant additional compensation for Costs and Reimbursable Expenses, as these costs are deemed included in the Contract Price.

6. Invoices. All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 days of receipt.

END OF APPENDIX B
APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Services Agreement dated ___________ (“Agreement”) between ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY (“District”) and ______________________ (“Consultant”), for the provision of professional services (“Services”).

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A- or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 general aggregate and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance Business automobile liability insurance with limits not less than $1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance Workers’ Compensation Employers’ Liability limits not less than $1,000,000 each accident, $1,000,000 per disease and $1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $1,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under
this Agreement, and any deductible not to exceed 5,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.

2. **Insurance policies shall contain an endorsement containing the following terms:**

2.1 **Additional Insureds.** On Consultant’s Commercial General Liability policy and Automobile Liability Policy, Alameda County, Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency and their affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above.

2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted Subconsultants may be held responsible for payment of damages resulting from their operations. If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

**END OF APPENDIX C**
Appendix B: Minimum Site and Service Requirements

At minimum, the Proposer will deliver to Zone 7 a new, fully operational website based upon the following requirements:

B1 Design, Layout, and Content Publishing

B1.1 A fully responsive design, with built-in support for viewing on devices and displays of various resolutions and sizes, including:

   a) Navigation elements and links adapt to device view, via device-friendly menus and accordions, in portrait and landscape orientations;
   b) Support tap-based input/linking and swiping (e.g. no hover-based navigation on devices);
   c) Support high resolution screens such as retina display;
   d) Device-optimized responsive templates that are laid out and readable on small screens instead of merely reducing pages;
   e) Built-in optimization and sizing of uploaded images to serve device-appropriate media.

The requirements above must also apply to the mobile version of the website.

B1.2 Support for editable and configurable banner sliders, carousels, gallery grids, and similar visual displays on any page in the site, natively or via third-party code libraries. Features include:

   a) Unlimited slides;
   b) Control over timing, transitions, and duration;
   c) Editable text/overlays;
   d) Video support as backgrounds, inline, or via popup).

Examples of such functionality include Layer Slider and Revolution Slider.

B1.3 Fully editable emergency banner, including support for HTML, links, and images with show/hide/dismiss toggle.

B1.4 Spell check and grammar correction functionality.

B1.5 RSS and news feeds.

B1.6 Dropdown menus and mega-menus (e.g. support for editable, full-width, multi-column menus including custom HTML/CSS support and imagery).

B1.7 Built-in support for customizable templates and template objects as follows:

   a) Customize layouts via row and columns;
   b) Pre-existing layouts;
c) Duplicate/copy existing layouts to other pages;  
d) Set of insertable objects/blocks such as:  
  • Text block  
  • Separator  
  • Social media plugins  
  • Single image  
  • Captions  
  • Image gallery  
  • Tabs  
  • Accordion  
  • Icon  
  • Button  
  • Call to action  
  • Video player  
  • Google Maps  
  • Raw JS  
  • Raw HTML  
  • Empty Space  
  • Custom Heading  
  • Forms  

B1.8 Allow content editors flexibility in determining size and position of page features, such as photographs.  

B1.9 Enable staff to post various file types on pages for viewing and/or downloading (e.g. xls, .tif, .bmp, .jpg, .pdf, etc.).  

B1.10 Ability to create and manage document galleries and/or create a taxonomy with categories and tags to organize and publish documents according to subject matter.  

**B2 Navigation and Responsive Support**  

B2.1 Capable of viewing from all major operating systems (i.e. Windows, OSX, iOS, Android, etc.).  

B2.2 CMS interface works in standards-compliant browsers on major operating systems (Chrome, Safari, IE, or Firefox on Windows, OS X, or Linux).  

B2.3 Ability to add, change, and/or delete links between pages, and/or to other websites as needed with no vendor intervention required.  

B2.4 Ability to reorganize content to different sections of the website without manually changing content links. For example, if a page was moved, the site map would update automatically (including a 301 redirect from the original page).
B2.5 Automatic replication of navigation and menu changes to all related pages with no additional data entry.

B2.6 Consistent navigation on all pages, with the ability to change the delivered menus or navigational tools by Zone 7, as needed.

**B3 SEO**

B3.1 Robust search capability of the website (e.g. Google or similar look, feel, and functionality). Includes:

a) Ability to do keyword searches of the content included in PDFs and standard Microsoft office documents
b) Predictive query completion/suggestions
   c) Suggested links

B3.2 Support for custom, canonical URLs which are fully editable with built-in adaptation/redirects to new URLs when modified.

B3.3 Full access to metadata whereby content editor may access the backend of a post or page and be able to change a variety of information including: page titles, page URLs, no index, meta descriptions, and URL redirects.

B3.4 Built-in SEO optimized site structure with included features such as those found in plugins like Yoast SEO for WordPress.

B3.5 Ability to have non-live pages masked from search.

**B4 Workflow**

B4.1 Workflow or access control lists to manage users with different levels of access. For example, role-based permissions ensure only certain employees can publish or have access to specific sections.

B4.2 Workflow that includes various statuses. For example, a pending review status that generates an email to an approver prior to publishing. Other statuses may include: draft, published, unpublished, pending review, and so on.

B4.3 CMS handles file storage to maintain historical, existing, and future records and press releases with version control.

B4.4 Provide comprehensive audit capabilities to see what has been modified by who and when.

B4.5 Support for scheduled publishing of pages at a future date and time.

B4.6 Support for versioning and indexing of content to meet legal and policy-based records retention and retrieval requirements.
B4.7 Provide the ability to archive outdated documents and images.

**B5 Integrations/API**

B5.1 CMS has the ability for users to paste in the needed code for third-party vendors, such as email providers.

B5.2 Support for extensibility or API access to the CMS through custom programming, third-party add-ons or plugins, including developer documentation and how-to guidelines.

B5.3 Ability to link and interface with all third-party applications listed in Appendix b.

B5.4 Social media widgets that carryover to each website page and a scrolling social media newsfeed on the homepage.

B5.5 Integration with Google Translate, Tag Manager, Analytics, and Site Search.

**B6 Calendar**

B6.1 Interactive calendar with the ability to allow users to import events into their own calendar application (iCal, Outlook, Google Calendars, or similar technology).

B6.2 Calendar should be searchable, allow users to share its events to social media, and have category filters, locations with maps, and images.

**B7 Other Services, Features, and Functionality**

B7.1 Ability to meet and conform to ADA, Section 508, WCAG and WAI-ARIA accessibility standards.

B7.2 Ability to run basic maintenance reports. For example, CMS can report pages with broken links.

B7.3 Offer printer-friendly page capability.

B7.4 Dedicated project manager as single point of contact for duration of the implementation by phone, email, and online meeting/video chat, with SLA (service level agreement) for response time and resolution process.

B7.5 Quality assurance and technology transfer includes final checking and stress testing of the complete website.

B7.6 Ability to apply for, schedule, and pay for permits online.

B7.7 Ability to create fillable forms within the website that allow for text blocks, multiple-choice answers, and uploading content. Uploaded content will be automatically virus scanned.
**B8 Website Hosting and Server Requirements**

B8.1 Zone 7 requires the following as hosting requirements:

   a) Tier 3 data center;
   b) Web server load balancing;
   c) Disaster recovery;
   d) DDoS mitigation;
   e) Automated backups;
   f) Automated software updates and security patches;
   g) Monitored uptime 24/7/365;
   h) Redundant firewall.

B8.2 Zone 7 requires the following as minimum server requirements:

   a) 8 CPU cores;
   b) 16GB RAM;
   c) 100GB of disk space;
   d) Scalable in size and resources.
Appendix C: Third Party Applications and Services

Zone 7 uses a wide range of third-party software to provide services to the public and welcomes the ability to migrate third-party applications or features into the base website where feasible. The following is a table of some third-party applications and reference sites that exist on our website, however, it is likely that other applications will be added so this table is not inclusive, but rather intended to show examples.

<table>
<thead>
<tr>
<th>Application</th>
<th>Hosted By</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arc GIS</td>
<td>ESRI</td>
<td>Zone 7 may use ArcGIS to create and publish maps for online viewing of boundary lines. Zone 7’s new website should be able to support embedded maps created using this software.</td>
</tr>
<tr>
<td>Surveys</td>
<td>Survey Monkey</td>
<td>Zone 7 uses Survey Monkey to get feedback on services and customer sentiment, etc.</td>
</tr>
<tr>
<td>Zone 7 Facebook Page</td>
<td>Facebook</td>
<td>Zone 7’s new website should include social media share and follow buttons, along with a social media feed on the homepage.</td>
</tr>
<tr>
<td>Google Analytics</td>
<td>Google</td>
<td>Zone 7’s new website should also be linked to Google Analytics.</td>
</tr>
<tr>
<td>eNewsletter</td>
<td>Mailchimp</td>
<td>Zone 7’s new website should embed newly published eNewsletters as well as archive old publications for reference. It should also have a signup embedded for new subscribers and a pop-up to suggest signup to new subscribers.</td>
</tr>
<tr>
<td>Storm Central</td>
<td>Xylem Inc.</td>
<td>Zone 7’s new website should embed Storm Central, which allows users to check rain gauges in the service area.</td>
</tr>
</tbody>
</table>