CITY OF WATSONVILLE
PARKS AND COMMUNITY SERVICES DEPARTMENT

Request for Proposals for
RECREATION ACTIVITY GUIDE PRINTING AND DISTRIBUTION

PROPOSALS DUE:
Friday, March 8, 2024 by 5:00 pm
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ATTACHMENTS

- Attachment A – Sample Contract for Consultant Services
SECTION 1 REQUEST FOR PROPOSAL

The City of Watsonville is requesting proposals from qualified printers to provide printing, digital edition flip books with embedded links and distribution services for the Recreation Activity Guide for a total of six (6) issues during the period of April 2024 through November 2025. The City of Watsonville Parks and Community Services Department produces three high-quality publications annually.

This publication is sent directly to the community (zip codes 95019, 95076, and 95077) and is available through our recreation programs, so the quality standards will be high.

SECTION 2 BACKGROUND

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 51,199, according to the last census, and at least 81% of the City’s population is Hispanic. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location, nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville’s location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

The Parks and Community Services Department is responsible for delivering quality parks and recreation programs, services and facilities and improving the quality of life of residents. The Department accomplishes this by providing recreational experiences, fostering human development, promoting health and wellness, increasing cultural awareness, facilitating community problem-solving, protecting natural resources, strengthening safety and security, strengthening community building and supporting economic development. The Department is comprised of a Parks Division and a Recreation Division.

The Parks Division strives to provide a safe, clean and green environment for the community to enjoy. Staff will protect environmental resources and strengthen community image and sense of place within the City’s neighborhoods by maintaining Watsonville’s 26 public parks for a total of 143.34 acres, maintain street median islands, City trees and landscaping and public grounds.

The Recreation Division provides recreation and leisure services at five recreation centers and through youth development programs, youth and adults sports, aquatics, adult programs, camps, classes and facility rentals. The Recreation Division also produces the Recreation Activity Guide – now called Watsonville’s Fun Guide. Our activity guide is produced three times a year – Winter/Spring covering January through April, Spring/Summer covering April through August and Fall/Winter covering August through December. The recreation activity guides have an average of 28 pages and have a full color cover. Orders for two of the editions average 28,000 copies, with approximately 26,000 going to the Watsonville Post Office for bulk mail, in addition to digital edition flip books with embedded links. One edition of the guide involves the printing of 1,000 copies and a digital edition flip book with embedded links. It is mailed to all residents within the 95076, 95077 and 95019 zip code.

SECTION 3 PROJECT OBJECTIVES

A. To provide quality printing services and distribution to support the operations and marketing of the City of Watsonville Recreation Activity Guide.

B. Work collaboratively with City Staff to ensure effective workflow and quality control of this primary promotional publication.
SECTION 4  SCOPE OF WORK

The scope of services to be performed by the PRINTER shall include the following:

Description: Printing and Distribution of the City of Watsonville Parks and Community Services Department Recreation Activity Guide – “Fun Guide” and provision of digital edition flip books with embedded links

Quantity: **Twice per year**
28,000 physical guides and one (1) digital edition flip book with embedded links per publication occurrence and

**Once per year**
1,000 physical guides and one (1) digital edition flip book with embedded links

Finished Size: 8.25” x 10.5”

Pages: 28 or 32 page book

Paper Stock: 70# Gloss Cover
72# Brite Text or 80# Brite Text

Ink Color: All 4 Color

Bindery: Fold, Trim, Stitch & prepare for mail house delivery

Mailing: Route Tag included

Delivery: Approximately 26,000 going to the Watsonville Post Office for bulk mail. Publication will be mailed to all residents within the 95076, 95077 and 95019 zip code. Remainder shall be reserved for delivery to the Parks and Community Services Department for in-house use.

Frequency: Six (6) separate publication dates between April 2024 through November 2025 (Three Annually: Winter/Spring, Spring/Summer, Fall/Winter)

SECTION 5  CONTENTS OF PROPOSAL

Proposals must include the following information in order to be considered:

1. Valid Period: A statement that prices for services will be guaranteed for ninety days from the date of submission.

2. Approach to the Project: Discuss how PRINTER will approach the delivery of the desired services and products, including specifying the types and price ranges of such services such as hourly press frees, flat fees, edits, etc. Major components of the project should be identified and include “Not to Exceed” costs. Itemized prices for each option listed and any additional pricing relation to distribution.
3. Qualifications: A general description of the firm, and the credentials and background of the principal and team members who will be responsible for the project.

4. References: Three professional references for which the PRINTER has performed services of similar size, scope and complexity including name, email, address and phone number and description of service performed and date of performance. Include samples of final print product.

Bids must list production time required from receipt of document file to delivery to Post Office and Parks and Community Services Office.

Proposals are due by 5:00 pm Friday, March 8, 2024. Late submittals will not be considered and will be returned unopened. The proposals can be delivered or mailed to:

City of Watsonville
Attn: Jessica Beebe, Recreation Supervisor
231 Union Street
Watsonville, CA 95076
Email: jessica.beebe@watsonville.gov

SECTION 6  GENERAL REQUIREMENTS AND INFORMATION

Interested parties shall submit a written proposal to the City of Watsonville, which should include enough information to demonstrate the approach and ability to accomplish the following tasks:

1. Provide quality printing and distribution services to support the programming and marketing of the City of Watsonville Recreation Activity Guide.
2. Work with City Staff to ensure effective workflow and quality control of this primary promotional publication.
3. A City of Watsonville business license - All consultants must possess a City of Watsonville.
4. W-9
5. Must be able to satisfy all requirements pertaining to insurance (See Section 9 of Consultant agreement)
6. Follow through with all requirements set forth in the attached City of Watsonville Contract for Consultant Services (Attachment A)

SECTION 7  SELECTION PROCESS

City staff will review all submitted proposals to determine those Contractors that best meet the requirements of this RFP and the evaluation criteria listed above.

Selection of PRINTER shall be based on the following criteria:

1. The price for the materials and services provided.
2. Print Quality: ink density and strength, establish quality controls, color consistency and trimming.
3. The ability to meet the initial printing/distribution date of April 19, 2024.
4. The production time required from receipt of document files to delivery of document to Post office and City of Watsonville Parks and Community Services Department.
<table>
<thead>
<tr>
<th>#</th>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost Proposal</td>
<td>40</td>
</tr>
<tr>
<td>2</td>
<td>Understanding of the scope of work to be performed</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>Response to the project objectives and scope outlined in this RFP</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Creativity and problem solving provided in proposal</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Qualifications and experience as it relates to the scope of work in this RFP</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>References and satisfactory record of performance</td>
<td>10</td>
</tr>
<tr>
<td>7</td>
<td>Project Schedule</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Total Points Possible:</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (60) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest-bid, but rather the best value.

**SECTION 8       ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSAL**

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.
The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

SECTION 9      SELECTION TIMETABLE

The proposal phase schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City releases RFQ</td>
<td>February 9, 2024</td>
</tr>
<tr>
<td>Last day to submit questions</td>
<td>February 23, 2024</td>
</tr>
<tr>
<td>City responds to written questions via addendum</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>Proposals due</td>
<td>March 8, 2024</td>
</tr>
<tr>
<td>Interviews with successful bidders</td>
<td>Week of March 11, 2024</td>
</tr>
<tr>
<td>Award Contract</td>
<td>March 18, 2024</td>
</tr>
<tr>
<td>Begin Work</td>
<td>April 5, 2024</td>
</tr>
<tr>
<td>Recreation Activity Guide delivered to Postmaster</td>
<td>April 19, 2024</td>
</tr>
</tbody>
</table>

SECTION 10      QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Jessica Beebe, Recreation Supervisor, via e-mail at jessica.beebe@watsonville.gov no later than February 23, 2024. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

*PLEASE NOTE: This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville’s website at www.watsonville.gov.

SECTION 11      RESERVATIONS

Additional information regarding RFQ submittal, content, processes and procedures are listed below:

1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).

2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Qualifications, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Qualifications, without liability, obligation, or commitment to any party, Consultant, or organization.

3) In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant.
consultant. The City is not liable for any costs incurred by consultants prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFQ are entirely the responsibility of the consultant, and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.

4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.

5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

6) The City reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.

7) Failure to comply with these instructions, and the other specific provisions of the RFQ, may result in the Consultant's proposal not being reviewed.

8) City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFQs and relevant information obtained from others concerning the respondent's respective records of past performance.

9) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFQ is completed.

10) In the event that it becomes necessary to revise any part of this RFQ due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFQ will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFQ. Changes to the RFQ shall be accomplished by an amended page or pages.
CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND _______________

THIS CONTRACT, is made and entered into this __________________, by and between the City of Watsonville, a municipal corporation, hereinafter called “City,” and ________________, hereinafter called "Consultant."

WITNESSETH

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

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

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

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from ____________, 20__ to ____________, 20__, inclusive.

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

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

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

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

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

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any “design professional services” performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively “Liability”) of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars ($1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than $500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
C. Workers’ Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers’ Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City’s election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

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

SECTION 11. TERMINATION.

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

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

C. The City Manager is empowered to terminate this Contract on behalf of City.

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

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.
SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

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

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

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

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

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

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

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

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

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

**CITY**
City Clerk’s Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

**CONSULTANT**
ADD INFORMATION

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

**WITNESS THE EXECUTION HEREOF,** on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

BY ______________________________
Rene Mendez, City Manager

BY ______________________________
[Name, Title]

ATTEST:

BY ______________________________
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

BY ______________________________
Samantha Zutler, City Attorney
EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:
EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:
EXHIBIT “C”

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed ____________________________.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director’s designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City’s purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.