

Santa Ana Watershed Project Authority



REQUEST FOR PROPOSALS INFORMATION TECHNOLOGY SERVICES

PROPOSALS DUE BY

Monday, November 21, 2022

BY 12:00 NOON PST

**REQUEST FOR PROPOSALS
FOR SANTA ANA WATERSHED PROJECT AUTHORITY
INFORMATION TECHNOLOGY SERVICES**

The Santa Ana Watershed Project Authority (SAWPA) is inviting responses to this Request for Proposals (RFP) for Information Technology Consulting and Support Services. A detailed Request for Proposals outlining the submittal requirements and scope of services is attached for your reference and information. Proposals will be accepted until **12:00 Noon PST on Monday, November 21, 2022.**

Proposals must be submitted and uploaded onto Planet Bids at: <https://pbsystem.planetbids.com/portal/52676/portal-home> as a complete electronic/PDF file by the date and time herein above set forth, along with the Fee Proposal, which shall be submitted as both a PDF and Microsoft Excel file and uploaded as General Attachments. SAWPA will not accept hand-delivered proposals. **Proposals received after the above specified date and time WILL NOT be accepted.**

A non-mandatory pre-proposal meeting will be held via Zoom at 1:30 p.m. PST on October 25, 2022, attendance is highly encouraged. Please e-mail Sara Villa at svilla@sawpa.org to get the link for the meeting. No site visit will take place.

Prospective Offerors are required to put all RFP questions, clarifications, or comments through PlanetBids' Q&A system at: <https://pbsystem.planetbids.com/portal/52676/portal-home> and/or in writing to Dean Unger, Information Technology Manager (dunger@sawpa.org). Questions, clarifications, or comments must be received no later than November 11th at 4:00 p.m. PST. The Offerors must verify that SAWPA received the e-mail transmission.

REQUEST FOR PROPOSALS

SAWPA

IT CONSULTING AND SUPPORT SERVICES

GENERAL INFORMATION

SAWPA was first formed in 1968 as a planning agency, and reformed in 1972 with a mission to plan and build facilities to protect the water quality of the Santa Ana River Watershed. SAWPA is a Joint Powers Authority, classified as a Special District (government agency) in which it carries out functions useful to its member agencies. The agreement formalizing the current agency was signed in 1974 and went into effect in 1975.

SAWPA is located in Riverside, California, approximately in the geographic center of the watershed. The population in the Santa Ana River Watershed is one of the fastest-growing regions in the State. Since its formation, SAWPA has grown in capability to become one of California's leading regional water agencies. The watershed, and the State as a whole, are facing many challenges in ensuring that there is sufficient, high-quality water for the ever-growing population of the region. SAWPA works with planners, water experts, design and construction engineers, and other government agencies to identify issues and solutions, and then uses innovation to resolve many water-related problems.

SAWPA works with legislators to ensure there are useful laws regarding water resources, with funding sources to ensure the completion of necessary projects; with planners to ensure adequate water supply in the future; with regulators to ensure safe, clean water; and, with all other stakeholders, including the concerned public, to build collaborative, regional solutions to meet the area's water needs. To learn more about SAWPA please visit www.sawpa.org.

SAWPA is interested in contracting with an experienced information technology services firm for various systems support and maintenance, as well as ad hoc IT projects and execution. The required services and performance conditions are described in the Scope of Services.

BACKGROUND

SAWPA is technologically advanced and focused on utilizing efficient and cost-effective means to provide support and information to its staff and the watershed agencies. These efforts are supported from two locations, the main location at 11615 Sterling Avenue, Riverside California and a ¼ mile down the street at 11671 Sterling Avenue, Unit I, Riverside, California (BLOC). The Department of Information Systems and Technology is responsible for managing the Information Technology (IT) services at SAWPA as well as IT strategic planning and coordination between various departments. SAWPA's entire "hands-on" IT staffing consists of a network Analyst, GIS Manager, and a IS manager.

The systems infrastructure at SAWPA consists of 3 physical servers that host 10 virtual servers and the VMware Horizon View VDI environment. A majority of the users are on Dell Desktop PC with Windows 10. Approximately four Dell laptops are shared and kept updated in anticipation of checking out for offsite meetings. The number of total users supported is approximately 30 and may grow during the length of the contract term.

Users at SAWPA have roaming profiles, are set up with static images in the virtual desktop environment, organized into groups based on software needs. Offsite users connect thru Watchguard VPN with MFA enabled. All users are on Windows 10 and utilize multiple applications vital to ongoing operations. Many applications are server based with client access via the network. Essential applications include Microsoft Dynamics Great Plains financial software, Adobe products, OnBase, for document archiving, ESRI GIS software, Microsoft Office 365, and iPACS for Engineering.

SAWPA's network infrastructure connects the aforementioned systems internally via three switches and to the internet through a firewall. SAWPA has seven printers accessible throughout the network that are primarily Konica Minolta and HP. Two machines are multi-function printer/scanner/copiers, two desktop printers, and four others are localized desktop printers for departmental usage. In addition, an APC unit that provides battery backup and surge protection is also included in the network.

Other services required to be performed by SAWPA's IT service provider include domain services, backup services, security, VPN management and remote access setup. All software and applications provided by a third-party vendor (OnBase, Microsoft Dynamics Great Plains) include a maintenance and support agreement; however, SAWPA's IT managed service provider will be required to support these vendors during occasional upgrades, migrations, integration and management projects.

SAWPA's service call history is 400 service requests annually and 3 to 4 special projects such as third party software upgrades, new equipment install support and special configuration support requests.

Schedule

October 18, 2022 – Issue Request for Proposals

October 25, 2022 – Pre-proposal Meeting (1:30 p.m.PST)

November 21, 2022 – Proposals Due (12:00 Noon PST)

November 28, 2022 – Interview panel Conducts Interviews of Top Proposing Firms

December 6, 2022 – Recommend Award

December 7, 2022 – On Boarding Discussion Begins

PROPOSAL INSTRUCTIONS AND CONDITIONS

Pre-Contractual Expenses - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP
- Submitting that proposal to SAWPA
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

Authority to Withdraw RFP and/or Not Award Contract – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

Right to Reject Proposal – SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.

Discrepancies in Proposal Documents – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.

Oral Statements - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.

Conflict of Interest – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in the Information Technology Services to verify a conflict of interest or the appearance of a conflict will not occur.

SCOPE OF SERVICES

General Conditions

The scope of services, as may be modified through negotiation and/or by written addendum issued by SAWPA, will be included in the Agreement. The term of the Agreement is expected to be a four-year term. SAWPA shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term.

SAWPA's Information Technology (IT) environment encompassing the following:

- Systems infrastructure
 - Physical and Virtual Servers
 - VMWare Horizon View VDI Environment
 - Workstations
 - Devices
 - Applications
- Network infrastructure
 - Switches and Firewalls
 - Internet and Wi-Fi
- Other Infrastructure Services
 - Domain services
 - Email services
 - Backup and Replication services
 - Security
 - Remote access
 - WordPress services
 - Third party software and application support

Consultant will support SAWPA's systems infrastructure, network infrastructure, and other services at the primary location as well as at secondary location. The separate secondary location at the BLOC consisting of one printer and three laptops.

Proposals shall include, but not be limited to, the following services and materials:

- On-site support for an average of four (4) hours, once a week, or more as necessary (main location only).
- Unlimited Telephone and Email technical support during normal business hours (7:30 a.m. to 5:30 p.m., local time, Monday through Friday).
- After-hours support, including weekends for critical system upgrades that may conflict with operations during normal business hours.
- Process and system to report and track service requests.
- Provide an initial network security assessment with security recommendations
- Provide an initial systems analysis and recommendation report
- On-call support with response times according to the following schedule:
 - P1 Emergency 1 hour
 - *An emergency situation with a severe overall impact; defined as a loss of network, server, or email function.*
 - P2 High 2 hours
 - *A high priority incident has a moderate business impact or high personal impact such as a critical application not working or workstation hardware failure.*
 - P3 Medium 8 hours
 - *A medium priority incident has a lower business impact or moderate individual impact such as failing backups, printing issues or application instability. Incident may represent a service disruption or data loss if not addressed within service time frame.*
 - P4 Low 48-72 hours or at a time scheduled/agreed upon by SAWPA
 - *The incident has a low business or individual impact such as minor printer problems, application installations, or other tasks that can be scheduled for the most convenient time without creating a disruption.*
 - P5 Very Low 5 business days or at a time scheduled/requested by SAWPA
 - *Incident has no productivity or service level impact, however, the issues should be corrected. The incident may require information from the user, client, or hardware from a vendor.*

The duties listed below are intended only as illustrations of the various types of work that may be required. The omission of specific statements of duties does not exclude them from the scope if the work is similar, related to, or a logical assignment to the class.

PRIMARY SERVICES

Scope of Work includes systems administration functions for SAWPA's virtualized environment, including three physical servers, ten hosted virtual servers, approximately 40 static images hosted on the virtual desktop environment and desktops outside of the virtual environment. Other systems administration functions include system-level security procedures and protocols; establishment and maintenance of user accounts and the assignment of file permissions; installation, upgrades, configuring, testing, maintenance and support of operating system software in the current environment; review of performance logs and monitoring of system performance; troubleshooting and resolving system hardware, software and communications problems; performing configurations and adjustments to enhance database file capacity; performing automated and manual backup and restore processes.

All system files will be replicated and backed up on a daily basis. Backups are located in the cloud as well as a local drive. Consultant shall ensure that all backup processes are scheduled and performed successfully and that backup media is accessible and files can be restored.

Consultant should have the knowledge and ability to install, configure and upgrade vCenter Server and VMware, configure vSphere Networking and vSphere Storage, and administer VMs and vApps. Perform basic troubleshooting and alarm management for VMware hosts and VMs. Consultant will be required to plan, implement, manage and maintain complex vSphere deployments; configure, manage and analyze vSphere log files; execute VMware cmdlets and customize scripts using PowerCLI.

Consultant will provide workstation and applications support including installing thin clients, PC's, laptops, printers, peripherals, scanners, copiers, and office automation software; diagnosing and correcting desktop application problems; configuring static images and user profiles; and identifying and correcting end user hardware and software problems. On-site troubleshooting and support will be required for workstations and users as needed. Consultant, in conjunction with Financial Services, will also administer SAWPA's software licensing and hardware warranties.

Network administration functions include the maintenance of network functionality and the installation, upgrade, configuration, integration and troubleshooting of network devices and software; internet and intranet support; optimization of available hardware and software for peak network performance and functionality; firewall administration (Cisco) and network security including virus protection and spam filtering (Office 365). Consultant will also maintain SAWPA's wireless internet configurations.

Consultant will provide strategic planning and oversight of SAWPA's IT services and contribute to the development and implementation of long-term plans, goals and

objectives to achieve SAWPA's technology priorities. Consultant will also recommend new or revised IT policies, procedures and standards given expertise and industry standards. Consultant will research and recommend solutions for technology needs, compatible with SAWPA's IT architecture, infrastructure and resource constraints, and solicit quotes for recommended products and vendors.

Consultant will evaluate SAWPA's hardware and software needs on a regular basis and recommend replacement of equipment and software as identified. Consultant will deploy, maintain and repair or coordinate the repair of hardware and devices.

Consultant will review the current power supply system and provide recommendations to ensure servers and data are protected against power surges and/or unscheduled power shut downs.

Consultant, in conjunction with Information Systems and Technology staff, will maintain the technology inventory database and ensure all new computer equipment is initialized and tagged.

Consultant will perform an annual Technology Audit and provide documentation to SAWPA IT staff. The Technology Audit document should include the current environment infrastructure, completed projects, and prioritized recommendations for subsequent periods. Consultant will provide a system to record and track service requests, generate historical reports and grant SAWPA access for review.

ADVISORY SERVICES

The following services should also be provided to SAWPA in addition to the primary services identified above.

Conduct a business process review to identify and evaluate current systems including operating systems and/or network software, hardware, methods and techniques to improve systems/network reliability and performance.

Review and recommend backup solutions to ensure reliability of data in the event of an emergency or other data loss.

Conduct quarterly governance meetings with identified SAWPA staff, compare recent trends and developments in the computing environment; and review networking and multiplatform communication technologies to improve user productivity.

Install, configure and test software packages; provide user support, conduct or coordinate user software training and provide instructions for hardware usage. Work with SAWPA IT staff to formulate technology solutions and ensure the effective safeguarding and sharing of enterprise data.

Plan and coordinate the migration to new technologies, if endorsed.

Provide back-end support and training for custom report generation using crystal reports software or an equivalent software.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of and experience with:

Virtual desktop environments, including characteristics, architecture, implementation, maintenance, and administration.

VMWare deployments, VMWare Networking, VMWare Storage and analysis of vSphere log files.

Office 365 environments, including characteristics, architecture, implementation, maintenance, and administration.

Watchguard / MFA certifications – Network Security Essentials, Secure Wi-Fi Essentials and Multi-Factor Authentication Essentials

Standard operating systems architectures, characteristics, commands and components applicable to environments used in SAWPA.

Network architectures similar to the structure used in SAWPA, including theory and principles of design, integration, administration, topologies and protocols.

Principles, practices and methods of systems/network administration and maintenance, including configuration, performance tuning and security.

Principles, methods and techniques for layout, installation, configuration, integration and operation of network systems, equipment, and devices.

Internet/intranet technologies, including firewall configuration and applicable database programming languages.

Principles and practices of systems analysis and design.

Methods and techniques for performing connectivity testing, network analysis and troubleshooting, including use of diagnostic tools and equipment.

Computer programming principles, techniques and procedures for business and technical system applications.

Basic project planning, prioritization and scheduling techniques.

Information Requirements: For the purposes of understanding more about your company and your ability to successfully fulfill this important SAWPA requirement, please provide the information below as part of your response, clearly referencing each specific question.

Corporate Information

1. Please provide a brief overview of your organization's involvement in providing IT
 - a. value added services in the marketplace, specifically for local governments.
2. How long has the organization been in business & what is your current market share?
3. Indicate the number of employees in your organization. How many of those are
 - a. dedicated to account management and/or technical support? How many are fulltime vs. contract?
4. What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
5. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
6. Please provide details of three current customer accounts that are similar in scope and requirements to those of SAWPA (local government is preferred).

Proposed Approach and Solution

1. Please provide a proposed work plan for a migration to your organization as a SAWPA preferred vendor. Specifically, provide the following information: Key activities; Timing; Information/resource requirements. Deliverables; and Key milestones, checkpoints, and other decision points.
2. Please identify the team (with bios) that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to SAWPA
3. Please describe your experience in providing the following value-added services:
 - a. Technology Roadmap
 - b. Solution design
 - c. Network and email system monitoring
 - d. Remote backup
 - e. On-demand Technology Training
 - f. Managed Cyber Security
 - g. Procurement management
 - h. Technical support, including remote user support
 - i. Reporting and communication
 - j. IT policy review and development
 - k. Implementation planning and guidance
 - l. On-site implementation of business applications

Support

1. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
2. Please provide details and an example of your standard reporting capabilities.

3. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
4. What options are available for user training and technical training that may be required by our staff?
5. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.
6. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?

Financials

1. Describe the pricing model(s) that you typically employ for your standard services.
2. Please indicate the charges associated with each of the following services, including the key driver of each cost and whether it is included in a standard per-unit cost vs. charged on an ad hoc basis.
 - a. Technology Roadmap
 - b. Solution design
 - c. Network and email system monitoring
 - d. Remote backup
 - e. On-demand Technology Training
 - f. Managed Cyber Security
 - g. Procurement management
 - h. Technical support, including remote user support
 - i. Reporting and communication
 - j. Implementation planning and guidance
 - k. On-site implementation of business applications
3. Do you offer service bundles and if so, describe the effect of this bundling on pricing?

LICENSES/CERTIFICATES/SPECIAL REQUIREMENTS

Certifications held should include VCP, VCAP, Microsoft, Cisco or equivalent. Support staff should include personnel certified as a Network or Systems Engineer and/or Network or Systems Administrator.

Watchguard Partner / Watchguard Certificates - Network Security Essentials, Secure Wi-Fi Essentials and Multi-Factor Authentication Essentials

A Microsoft Gold-Certified partner.

VmWare Partner

COMPENSATION

SAWPA's payment terms are net thirty days from the date invoices are received by SAWPA.

Exhibit "A"

Firm Summary Sheet

Firm Name:

Firm Parent or Ownership:

Firm Address:

Firm Telephone Number: Firm Fax Number:

Firm Website:

Number of years in existence:

Management Contact (person responsible for direct contact with the SAWPA and services required for this Request for Proposals):

Name:

Title:

Telephone Number:

Fax:

Email:

Project Manager (Person responsible for day-to-day servicing of the account):

Name:

Title:

Telephone Number:

Fax:

Email:

Types of services provided by the firm:

Exhibit "B"

SAWPA

CERTIFICATION OF PROPOSALS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to SAWPA in accordance with the Request for Proposals (RFP), dated November 21st, 2022, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that SAWPA is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that SAWPA reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by SAWPA.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposals, dated November 21st, 2022
5. The proposal shall be valid for 90 days from November 21st, 2022.

Name of Firm:

By:
(Authorized Signature)

Print Name:

Title:

Date:

Exhibit "C"

SAWPA

**CONTRACTOR'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR INFORMATION TECHNOLOGY
CONSULTING AND SUPPORT SERVICES REQUEST FOR PROPOSALS**

Contractor agrees, acknowledges and is fully aware of the insurance requirements as specified in **Insurance Requirements in the General Services Agreement "Exhibit E"** of the Request for Proposals for Information Technology Consulting and Support Services, and accepts all conditions and requirements as contained therein.

Name of Firm: _____

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

This executed form must be submitted with the Certification of Proposals.

Exhibit "D"

SAWPA

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of SAWPA Council within the last twelve (12) months by the applicant and all of applicants, employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City: _____

State: _____

Date: _____

Name of Business Print Name: _____

Signature: _____

EXHIBIT "E"

SANTA ANA WATERSHED PROJECT AUTHORITY **GENERAL SERVICES AGREEMENT FOR SERVICES BY INDEPENDENT** **CONSULTANT**

This Agreement is made this ___ day of _____, **20__** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and _____ ("Consultant") whose address is _____.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 20__**, unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV

CONSULTANT OBLIGATIONS

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA.

4.04 Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.

4.04(a) Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
5. **Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

4.04(b) If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date,

the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

4.04(c) Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

4.04(d) Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

4.04(e) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

4.04(f) Self-Insured Retentions - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

4.04(g) Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

4.04(h) Verification of Coverage – Consultant shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

4.04(i) Subcontractors - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA,

its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.

4.05 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

4.06 In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

4.07 In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

4.08 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order

changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

6.02 In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

6.03 Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

6.04 In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction

contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

8.03 In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

10.02 Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the

rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

11.05 SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.06 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.07 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other

Exhibit “F”

Services / Capabilities and Hourly Costs

Services	In-House Capable	Sub Contracted	Costs (Hourly)	Description	Additional Info
Network Administration / Server Maintenance and Notification / Scheduled Onsite Maintenance / 24 x 7 IT Tech Support / VMWare Support					
On Boarding Costs if applicable					
Watchguard / MFA support					
Cybersecurity Monitoring and support					
KnowBe4 support					
Office 365 support					
OnBase Support					
Microsoft Dynamics Support					
Multi Media Tech Support					
Additional Services					
On Site Staff (4 Hours per Week Dedicated)					
Projects					
Network Security Audit					
Hardware / Software Audit					

