



FAIRFIELD-SUISUN
SEWER DISTRICT

Request for Proposals
for the
Technology Service Management (ITSM) Provider
Project No. 1009

June 30, 2022

PROPOSALS DUE:
August 5, 2022 at 2:00PM

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REQUEST FOR PROPOSAL

I. INTRODUCTION

The Fairfield-Suisun Sewer District (District) with approximately 60 full-time employees is requesting proposals from technology service providers for IT Services. Support services include, but not limited to network, server administration and desktop provisioning services.

The Consultant's principal contact with the District will be Danny Fortson at dfortson@fssd.com, (707) 428-9190.

II. BACKGROUND AND PROJECT INFORMATION

Background

The District is a special district that serves all territory within the Cities of Fairfield and Suisun City, as well as Travis Air Force Base and portions of unincorporated Solano County, California. The District is in central Solano County, California, midway between San Francisco and Sacramento.

The District owns and operates one wastewater treatment plant rated for an average dry weather flow of 23.7 MGD. The District also owns and operates a series of wastewater pump stations located throughout the service area. Additionally, the District operates by contract a network of stormwater pump stations throughout the service area.

The District utilizes Industrial Control Systems (ICS) that may include Supervisory Control And Data Acquisition (SCADA) systems to support District operations and industrial automation technologies data, ancillary systems used to support process monitoring, management, control, and reporting. ICS technologies include but are not limited to: SCADA software and hardware, Operational Technology (OT) equipment, and supporting Information Technologies components.

The District's IT Manager is the primary contact for day-to-day technology issues and projects. The technology service provider reports to the IT Manager who has the overall responsibility for the virtual infrastructure and network administration, telecommunications, device deployment, support of PC's, laptops, tablets; endpoint security; technical support for end users, personal productivity applications and district applications and infrastructure.

Current Technology Environment

1. Physical/Virtual Network Layout
 - a. Virtual LANs
 - i. Servers/VMs
 - ii. Administration (Employee Access)
 - iii. Operational Control Network/SCADA Application (Separate network)
 - iv. Staff and Guest Wireless (5 access points)
 - b. Firewall
 - i. Palo Alto HA Cluster PA3020 (2)
 - c. Switches
 - i. Building 1
 1. Cisco WS-C3650-48PS-S (2) Administration network
 2. Cisco WS-C2960XR-24-TS (1) VM/Servers network
 3. Cisco WS-C2960XR-24PS-S (1) SCADA network
 - ii. Building 2
 1. Cisco WS-C3650-48PS-S (1) Administration network
 2. Cisco WS-C2960XR-24PS-S (1) SCADA network
 - iii. Building 3
 1. Cisco WS-C3650-24PS-S (1) Administration network
 - iv. Building 4
 1. Cisco WS-C3650-48PS-S (1) Administration network
 2. Cisco WS-C2960XR-24-TS (1) VM/Servers network
 3. Cisco WS-C2960XR-24PS-S (1) SCADA network
 - d. Cabling
 - i. Fiber Links from Building 1 to other buildings
 - e. Storage Area Network
 - i. NEC M110 (2)
2. Core Systems
 - a. VMware managed servers/applications
 - i. ArcGIS Data Server (1)
 - ii. ArcGIS Web Server (1)
 - iii. ArchGIS/WinCAN SQL Database Server (1)
 - iv. Avaya Phone Management (1) Note: Goal to move to Microsoft Teams solution, which would also need to be supported by the ITSM
 - v. Domain Controllers (3)
 - vi. eRIS Application (data analysis and reporting tool) Server (1)
 - vii. File Server (2)
 - viii. Maintenance Connection (computerized maintenance management system) (1)
 - ix. Print Server (1)
 - x. SCADA SQL Historian Server (1)
 - xi. SCADA, ArcGIS, HACH WIMS SQL Database Server (1)
 - xii. Symmetry Security (1)
 - xiii. WinCAN Video Storage (1)
 - b. Standalone servers
 - i. SCADA Domain Controller (2)

- ii. SCADA License Server (1)
 - iii. SCADA Application-Rockwell FactoryTalk (2)
 - c. Server operating systems
 - i. Microsoft Windows Server 2012 R2 Standard
 - ii. Microsoft Windows Server 2019 Standard
 - iii. Microsoft Windows Server 2008 R2 Standard
 - iv. Linux Ubuntu 18.04
- 3. Internet/WAN
 - a. Comcast Fiber (Note: Would like to explore a redundant solution given a pending move to the Microsoft solution.)
- 4. Networked Printers
 - Xerox Printer/Copiers (3)
- 5. Software and Desktop Applications
 - a. Windows 10 Operating System
 - i. 22 employees are assigned laptops
 - ii. 13 employees are assigned workstation
 - iii. 26 employees share 12 workstations distributed
 - iv. Approx. 15 SCADA workstations
 - v. Hard drive encryption on all laptops and workstations
 - b. Microsoft Office 365 Desktop (Licensed through current ITSM Provider)
 - c. Backups
 - i. Datto (Provided by current ITSM Provider)
 - d. Cyber threat
 - i. Huntress (Provided by current ITSM Provider)
 - e. Operations Management
 - i. 24/7 Software (Provided by current ITSM Provider)
 - f. Documentation
 - i. IT Glue (Provided by current ITSM Provider)
 - g. Email Spam
 - i. Barracuda (Provided by current ITSM Provider)
- 6. Website
 - Hosted by third-party vendor

III. SCOPE OF SERVICES

The District is looking for contractor to provide end-to-end information technology services for the District Business Enterprise and OT-SCADA systems to include all the processes and activities necessary to design, create, deliver, maintain, monitor, and support IT systems. Consultant will be required to perform work on-site. Remote support and access may be negotiated based on level of response required. The following lists the areas of responsibilities:

- Hours of operations
 - The District maintains 24/7, 365 operations
 - ITMS will be responsible to provide general and specialized support services during normal business hours
 - After hour support may be needed for emergencies, planned server patching, maintenance, and troubleshooting
- Desktop Support
 - Level two support for desktop support. District IT Manager will be primary support.

- Hardware/Software/OS Maintenance and Support
- Creation, support of workstation desktop/laptop image
- Access to remote control software to access workstations and servers on prim and remote via VPN
- Telecommunications
 - Level two support for desktop support. District IT Manager will be primary support.
 - Creation, support for employee phone lines, hunt groups, menu trees and call routing.
- License Management
 - Windows 10 operating system
 - Microsoft Office 365
 - Threat Detection (Currently using Huntress)
 - Backups (Currently using Datto SAAS Protection and Cloud Service via the current ITSM)
 - Antivirus for Servers and workstations
- Networking/Firewall Monitoring and Remediation
 - VPN Configuration/Administration
 - Installations, patching, upgrades, monitoring, remediation
 - Wireless Administration
- Server Maintenance and Support
 - Domain/Active Directory Administration (Local/Azure)
 - Print Server Administration
 - VMware ESX and vCenter Administration
 - Microsoft SQL Server Administration
 - Microsoft Exchange 365
 - Antivirus Administration
 - Installations, patching, upgrades, backups
- Executive Advisory Collaboration Services
 - IT Strategy Development
 - IT Program Management
 - IT Governance
 - IT Risk Management
- Cybersecurity support
 - Provide logging needed to troubleshoot cyber related incidents. This would include firewall, switch syslog's to be used by third-party cyber contractor as needed.
 - Support for District's cybersecurity initiatives
- Documentation
 - Maintain a complete set of IT documentation of the District's IT systems and provide a copy to the District upon request and upon termination of contract. District currently has access to IT Glue via the current ITSM
- Miscellaneous IT Projects

ASSUMPTIONS:

- District currently contracts with ITSM which contract expires 12/31/2022.
- ITSM to conduct at least one site visit for review of existing hardware, software, networking, and security configurations, or more if required for a complete understanding of the current system architecture.

- ITSM team to hold certifications from Microsoft, Cisco, VMware including server and network architecture and management, configuration, and cyber security.
- Follows the ITIL v3 standard framework
- Dedicated Project/Account Manager
- Assessment of IT infrastructure before providing projected service fees
- References from existing clients of similar size and industry

IV. PROPOSAL REQUIREMENTS

A. Proposal Contents

Proposals shall demonstrate the proposing firm's capabilities and experience applicable to the project and the specific approach to satisfy the requirements of the RFP. The District discourages unnecessarily lengthy proposals. Proposals shall include the following sections.

1. Title Page: Title page showing the proposal's subject; the firm's name; and the date of the proposal.
2. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to perform the services based on industry best business practices and firmly believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for ninety days from the proposal due date.
3. Detailed Technical Proposal: The proposal shall demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the project for the District in conformance with the requirements of this RFP. The substance of proposals will carry more weight than their form or manner of presentation. The proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this project and should specify a professional approach that will meet the Request for Proposal's requirements. The Technical Proposal should address all the points outlined in the Scope of Work. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capability to satisfy the requirements of the Scope of Work. The following subjects must be included, at a minimum.
 - a. *Firm Qualifications and Team Experience*: State the size of the firm, the location of the office(s) from which the work on this project is to be performed and the professional staff to be employed in this project, and related experience. Describe how the team will be organized and managed to ensure successful delivery of services. Describe the qualifications and experience of any subconsultant firms that are proposed, if any.
 - b. *Similar engagements with Other Agencies*: For the firm's office and staff that will be assigned responsibility for providing services, list the most significant client (maximum of 5) relationships in the last five years that are of similar size and scope described in this RFP. Provide the contact information for a reference check.
 - c. *Specific Approach*: Set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in Section III, SCOPE OF SERVICES, of this RFP and meet the anticipated project schedule.

Cost Proposal: The cost for onboarding and integrating with the District system shall be paid on a flat-rate per month with the exception of special projects which would be scoped out separately. The proposal shall include a single schedule of estimated costs for the services required in Section III of this RFP, including all tasks and deliverables. The cost proposal shall summarize the estimated cost per task. The cost proposal shall reflect the proposing firm's approach and scope of work.

Key Personnel: Submit resumes of the project manager and other key personnel being proposed to complete the work as an appendix to the proposal.

B. Proposal Submittal

Proposals will be accepted in ELECTRONIC FORMAT (PDF), either by email or via OneDrive or other secure file sharing cloud based solution. It is the proposing firm's responsibility to ensure receipt of the proposal by District staff prior to the deadline. Complete proposal should be sent to the following address:

Mr. Daniel Fortson
Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534-2700
dfortson@fssd.com

V. EVALUATION PROCEDURES

Review Committee: Proposals will be evaluated by a Review Committee of District staff.

Evaluation Criteria: Proposals will be evaluated using the following criteria:

1. **Mandatory Elements:** The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
2. **Expertise and Experience**
 - a. The firm's past experience and performance on comparable projects.
 - b. The firm's professional personnel to be assigned the bulk of the project work and the firm's management support personnel available for technical consultation.
 - c. Size and structure of the firm.
 - d. Organization of the project team.
 - e. Approach and ability to deliver the project within the desired schedule.
3. Proposed cost, schedule, and technical approach reflect an understanding of the scope of work; and how the firm will ensure that the proposed project schedule is met.

Oral Presentations or Interviews (if held): During the evaluation process, the Review Committee may, at its discretion, request short listed firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Review Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

Final Selection: The District will select a firm based upon the recommendation of the Review Committee.

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 District and the firm selected. The District reserves the right to reject any or all proposals.

Other: During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted 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 contract between the District and the selected firm.

The District shall use its standard Agreement for Consultant Services (Agreement) to enter a contract with the selected firm for the work specified herein. A copy of the Agreement is included as Appendix A of this Request for Proposal (RFP). Proposing firms shall carefully review the Agreement prior to submission of a proposal and submit a statement that the terms and conditions of the Agreement are acceptable. Proposing firms unable to comply with all the terms and conditions shall clearly indicate any exceptions to the Agreement in an additional section of their proposal. Proposing firms will be expected to enter into an agreement substantially similar to the District's standard agreement.

VI. PROPOSAL AND PROJECT SCHEDULE

Proposing firms shall be advised of the following deadlines and key dates:

Request for Proposal issued	July 5, 2022
Due date for proposal	August 5, 2022 at 2:00PM
Contract finalized and executed	September 1, 2022
Go-live	January 1, 2023

APPENDICES

APPENDIX A: Standard Consulting Services Agreement

AGREEMENT FOR CONSULTING SERVICES

THIS Agreement (“Agreement”) is made as of April 18, 2022, between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as “DISTRICT” and ITM., hereinafter referred to as “CONSULTANT.”

WITNESSETH:

WHEREAS, DISTRICT desires to contract for IT Services, which for the purposes of this Agreement shall be called “PROJECT,” and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, Exhibit “A,” which is incorporated in by reference.
- B. CONSULTANT agrees that CONSULTANT and all of said CONSULTANT’s employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit “A,” as may be required in the State of California, if any. Failure of CONSULTANT, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. CONSULTANT shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement.
- D. The DISTRICT’s approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished hereunder shall not relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT’s review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit “A” have been completed. It is agreed between CONSULTANT and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, X, and XI, shall continue beyond such termination.

II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by the parties that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services on a time and material basis with a maximum fee not to exceed Enter Dollar Amount in Words dollars (\$Enter Dollar Amount in Numbers) in accordance with the Fee Schedule, attached as Exhibit "B," which is incorporated herein by reference. When compensation is determined using hourly rates of CONSULTANT'S personnel and equipment assigned to the work, CONSULTANT rates may be adjusted annually if proposed by CONSULTANT and approved by the DISTRICT. Such rate adjustments shall not exceed five percent (5%) annually."
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the DISTRICT shall be based on the Fee Schedule attached as Exhibit "B." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's project labor cost records and other direct project related cost data, and copies thereof if requested by the DISTRICT.
- D. Notification at 75% of Maximum Fee: CONSULTANT is to notify the DISTRICT when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, CONSULTANT shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the DISTRICT of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.
- E. Cost of Rework: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with Project Schedule, described in Exhibit "C," which is incorporated in by reference.
- B. Failure of the CONSULTANT to perform any of the required services in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall

constitute a basis for termination for cause as set forth in subsection VII.A. The parties agree to immediately and diligently proceed with their respective duties to the end that the PROJECT will be completed satisfactorily within the prescribed time.

VI. CONSULTANT'S ASSIGNED PERSONNEL

CONSULTANT designates **Consultant Project Manager Name** to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the DISTRICT. No additional approval shall be required for subcontracting with or engagement of an outside consultant identified in Exhibit "A." The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the CONSULTANT of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the District to compensate CONSULTANT for any services which may be claimed to have been provided or be in progress, if the DISTRICT reasonably concludes that further compensation is unwarranted.
- C. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the District before termination.
- D. Upon receipt of a termination notice, CONSULTANT shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as CONSULTANT may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VIII. INDEMNITY

Pursuant to the full language of California Civil Code §2782, CONSULTANT agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active

negligence, or willful acts of the DISTRICT; and does not apply to any passive negligence of the DISTRICT unless caused at least in part by the CONSULTANT. The DISTRICT agrees that in no event shall the cost to defend charged to the CONSULTANT exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT from liability under this indemnification Section. The obligations of this indemnification Section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Form CG 00 01 on an "occurrence" basis).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONSULTANT's profession.

B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal and advertising injury, and property damage, including products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: Professional Liability (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate.
5. Cyber Liability: Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The

policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If CONSULTANT maintains higher limits than the minimums shown above, DISTRICT is entitled to coverage for the higher limits maintained by CONSULTANT.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$50,000, unless authorized in writing by the DISTRICT.

D. OTHER INSURANCE PROVISIONS

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT, including materials, parts, equipment furnished in connection with such work or operations; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.
2. For any commercial general liability and automobile liability claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Should any of the above described policies be cancelled prior to the policies' expiration date, CONSULTANT agrees that notice of cancellation will be delivered in accordance with the policy provisions.
4. CONSULTANT hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on Commercial General Liability, Auto Liability and Umbrella insurance required from subcontractors.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, copies of all required insurance policies, including endorsements affecting the coverage required by this Section at any time.

X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by CONSULTANT in performing work under this Agreement, whether complete or in progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that CONSULTANT’s work product is prepared for this specific project. Any use of such work product by DISTRICT for a different project without CONSULTANT’s written approval shall be at the DISTRICT’s risk. Any use by DISTRICT of an incomplete work product without CONSULTANT’s written approval shall be at DISTRICT’s risk.

XI. EXAMINATION OF RECORDS

CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT’s services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

XIII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT: Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534-9700
Phone (707) 429-8930
Fax (707) 429-1280

To CONSULTANT: Consultant Name
Consultant Address 1
Consultant Address 2
Phone Consultant Phone
Fax Consultant Fax

XIV. APPLICABLE LAWS

CONSULTANT shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

XV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

IN WITNESS the parties have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT:

Signature

Title

ITM.:

Signature

Title