

REQUEST FOR QUALIFICATIONS
for
REQUEST FOR QUALIFICATIONS (RFQ) FOR MANAGED SERVICES PROVIDER



**MANDATORY PRE-SUBMITTAL MEETING: November 13, 2025,
AT 11 AM**

RESPONSES DUE: December 10, 2025, at 12 PM

Mid-Peninsula Water District
1075 Old County Road, Suite A
Belmont, CA 94002

1.0 INTRODUCTION

The Mid-Peninsula Water District (MPWD or District) seeks the services of a Managed Services Provider (MSP) to provide information technology (IT) managed services for the MPWD in Belmont, California. It is the intent of this RFQ to have the successful provider enter into a Contract for Professional Services with the MPWD to supply the services as outlined herein.

Statements of Qualifications (SOQ) received by **no later than 12:00 PM on December 10, 2025**, will be ranked by a selection committee. Based on the selection committee's ranking, the District will negotiate a professional services agreement (PSA) with the top-ranked provider.

District Background

The Mid-Peninsula Water District is a local special district responsible for providing essential water services to approximately 30,000 people through over 8,100 accounts in Belmont, San Carlos, and unincorporated San Mateo County. The District manages a complex water infrastructure system, including pipes, pumps, regulators, and storage tanks, and relies on water purchased from the San Francisco Regional Water System. MPWD is currently undertaking a five-year Capital Improvement Program (CIP) to upgrade its infrastructure, ensuring a safe, reliable, and high-quality water supply.

The District's IT environment is crucial to its operations, supporting typical office network infrastructure and administrative services. The District also maintains specialized systems which are supported by third-party vendors, including Supervisory Control and Data Acquisition (SCADA) for monitoring and operating the water system, Geographic Information System (GIS) software for asset management and planning, and Advanced Metering Infrastructure (AMI) water meters for efficient data collection and customer access. The District operates with a relatively small staff of 21 employees, which are a mix of office and field staff. There are no dedicated IT staff within the District's organizational structure, and MPWD has been using an MSP for over 20 years. MPWD also adheres to the requirements of the California Public Records Act and creates an annual catalog of Enterprise Systems in compliance with California Senate Bill 272 (SB 272).

The District's current IT systems and hardware include:

- Three office sites (listed further below)
- Approximately 10 remote equipment sites (e.g., tanks and pump stations), with communications needs
- Approximately 26 end-users, including 21 full time employees (office and field), and 5 Board members (email-only access)
- Almost exclusively Microsoft Windows-based systems.
- Laptops and desktops for end-users
- File and database servers
- VMware virtualization services
- iPads
- Cell phones

- Networked printers
- Desktop peripherals
- VPN access for select employees
- SCADA control equipment (outside of this scope except for communications support)
- Managed software/license subscriptions (primarily Microsoft Office and Adobe products)

Mid-Peninsula Water District office sites:

1. Corporation Yard and Shop
3 Dairy Lane
Belmont, CA 94002
2. Main and Business Office
1075 Old County Road, Suite A
Belmont, CA 94002
3. Emergency Operations Center – Not currently occupied; construction anticipated to be complete in 2026
1510 Folger Drive
Belmont, CA 94002

1.1 PURPOSE

The District is seeking a Managed Service Provider (MSP) to seamlessly integrate with staff's workflow, and essentially function as an extension of the MPWD team. The chosen MSP will be critical in enhancing the District's IT infrastructure, ensuring efficient operation, bolstering cybersecurity defenses, and facilitating a strategic transition of networks to a secure, cloud-based server environment (e.g., AWS, Azure, Google Cloud). This partnership is vital to supporting the District's core mission of delivering a safe, high-quality, and reliable water supply to the community.

2.0 **SCOPE OF SERVICES**

2.1 Managed IT Services Scope of Services

MPWD is seeking the services of a highly qualified agency to work closely with MPWD staff to support the initial service transition and provide ongoing support, as described under the three disciplines below.

Discipline A: On-boarding/Transition needs:

- a) Securely transfer all administrative account credentials from previous MSP. Update credentials/passwords to ensure no ongoing unauthorized use.
- b) Transfer administrative contact credentials/delegation with external service providers:
 - Internet Service Providers,
 - Landline phones,
 - Cell phones,
 - Internet domain name (DNS) registration,

- Web hosting,
 - Microsoft 365 subscription,
 - Physical security (Sonitrol), and
 - Other cloud and related services.
- c) Transfer physical computer hardware assets from previous MSP, to MPWD site or appropriate secured data center facility.
- Coordinate downtime to minimize operational disruption.
- d) Compile thorough report on condition and configuration of computer and network systems at time of on-boarding.
- e) Migrate private hosted virtual machines to new provider.
- f) Support staff in reviewing and updating subscription licenses and user access.
- g) Support staff in reviewing and updating naming conventions of physical assets.
- h) Work with staff to develop/update service communication forms such as employee on-boarding and off-boarding procedures and IT asset acquisition/retirement.
- i) Work with staff to provide any short- or long-term recommendations for the District for cost-efficiency and improved resource utilization.
- j) Help staff understand and select between cloud-based hosting platform options.
- k) Depending on timing, scope may include transfer of network functions from an aged physical server or from a privately-hosted cloud server platform.

Discipline B: Fixed Monthly Services and Discipline C: On-Call Services will be comprised of a combination of the following services.

Ongoing support:

- a) Tiered help-desk support for all office and field users, including ticket tracking.
- b) Regular and as-needed on-site support. We prefer a technician to be available for regular scheduled on-site visits (e.g., several hours bi-weekly).
- c) Monitoring and maintenance of all critical operational services, at operating-system and application level. 24/7/365 monitoring of systems and proactive response to critical events, including the detection and response to phishing attempts, malware infections, and ransomware attacks. This includes monitoring for potential security threats within the cloud environment and ensuring minimal error and timely follow-up.
- d) Monitoring of network connectivity health (ISP, VPN) between remote sites.
- e) Maintain network security, including anti-virus software, security updates, patch management, remediation, and robust anti-phishing and anti-malware solutions to protect against threats like ransomware. Maintain Endpoint Detection and Response (EDR) to protect critical water infrastructure, sensitive customer data, and the cloud-based environment. The MSP will also be responsible for implementing and managing secure password management policies and systems, such as multi-factor authentication (MFA), to ensure strong user authentication and protect against unauthorized access.
- f) Management and support of disaster recovery systems and backups, including a locally hosted backup (Network-Attached Storage).
- g) Transparent reporting and communication of any security events.

- h) Repair or replacement of faulty computer and network hardware to maintain or improve performance, as requested.
- i) Review and deploy software patches for security, performance, and functionality improvements to operating systems and key applications on servers, network equipment, and end-user computer equipment. Provide monthly reports on patch/update compliance rate.
- j) Manage end-user accounts in Active Directory and elsewhere:
 - o Create user accounts for new employees,
 - o Disable user accounts for departing employees, with support for preserving and transferring email and other files, and
 - o Modify access credentials when needed, with appropriate, auditable approval procedures.
- k) Purchase, configure, deploy and retire computer hardware for end-users:
 - o new-hires,
 - o under appropriate hardware refresh plan, and
 - o as requested.
- l) Onboarding/Offboarding Staff: Provide support for the onboarding of new employees, including account creation, device provisioning, and access management. Support offboarding of employees, including account deactivation, device retrieval, and data security.
- m) Purchase and configure computer server and network equipment hardware:
 - o under appropriate hardware refresh plan, and
 - o as requested.
- n) Manage office phone systems:
 - o Create new and modify existing phone extensions,
 - o User support for configuration of customer-facing phone menus, phone forwarding, scheduling, on-call numbers, voicemail, and other phone services, and
 - o Provide recommendations for potential alternative phone system service.
- o) Support staff in annual IT budget development, including making recommendations for hardware replacement schedule.
- p) Lifecycle management of hardware.
- q) Management of software subscriptions, renewals, licensing, and compliance for all relevant applications, particularly Microsoft, Adobe, and security software.
- r) Documentation and Tracking: System, network, and application documentation; license, warranty, and asset tracking. This includes documenting Enterprise Systems for compliance with California Senate Bill 272 and maintaining comprehensive documentation for all anti-phishing, anti-malware, log management systems, password management policies, and software subscriptions.
- s) Periodic (at least monthly) reporting on system monitoring, help desk activities, software

updates, patch management, system health/uptime, and software subscription usage and upcoming renewal dates.

- t) Monthly invoices with a clear reporting of all activities.
- u) Support rules and regulations as provided by relevant governing organizations for local public agencies; provide best practices and recommendations.
- v) Special Projects: Provide project management and technical engineering services to assist with identified projects; project management to be billed on an hourly basis (rates to be included in SOQ).

Discipline C – On-Call Services: Ad hoc IT support provided as needed, billed at agreed-upon hourly or unit rates pursuant to Task Order(s) based on the following process:

- a) The District will prepare a Scope of Work for each task and request a proposal from the Consultant. The request will typically be for a technical description of the Consultant's proposed approach to the assignment, the proposed staffing, and a pricing proposal based on either a firm fixed price or on the basis of time and materials, as appropriate for the work involved. The rates utilized in establishing the price proposal shall be the negotiated contract rates.
- b) The District will review the proposal received for each request. After review, discussion and negotiations with the Consultant, if required, the District will issue a Task Order in the form of the Sample Task Order Form (Form 4) directing the Consultant to proceed with the work.
- c) Depending on the length or type of the assignment, the Task Order may specify progress payments to the Consultant or a single payment at the end of the assignment.

2.2 Compensation

The District will pay a one-time fixed cost for Discipline A.

The District will pay a monthly amount for the services in Discipline B.

For Discipline C, when requested by the District, the Consultant will advise the District in writing of the scope of services to be provided for each assignment/task and the cost of and estimated schedule to perform these services. The Consultant will not proceed to perform any such services until the District and Consultant have established a scope of services, cost proposal, and schedule for performance, and the District has given its written authorization to proceed in the form of the Sample Task Order Form (Form 4).

If the Consultant proposes a billing structure different than that described above, the differences in billing/cost structure must be clearly identified and described in Section 6 of the SOQ.

2.3 Term

The District intends to award a contract for 3 years. The District reserves the right, in its sole discretion, to exercise one- year option terms to extend the Agreement, pursuant to the terms

of the contract.

3.0 STATEMENT OF QUALIFICATIONS REQUIREMENTS

3.1 Managed IT Services

The SOQ submission must be on standard sized (8½" x 11") pages. Minimum font size of 11 required. Each page must be numbered. Content must be identified by the Section numbers and names indicated below. Costs for preparing and submitting a response to this RFQ are entirely the responsibility of the Consultant.

The SOQ will include the following:

Section 0 - Cover Letter

Summary - Provide a brief summary of the firm's SOQ contents, emphasizing qualifications and capabilities of the Consultant and any subconsultants, if appropriate. The summary should indicate an understanding of services required for performance.

Project Team Information - The Consultant will identify the legal name and address of company, the legal form of company (partnership, corporation, joint venture, etc.; if joint venture, identify the members of the joint venture and provide all information required within this section for each member), and the address(es) of office(s) that would support the District.

Conflict of Interest - By submitting an SOQ, the Proposer represents and warrants that no director, officer or employee of MPWD is in any manner interested directly or indirectly in the SOQ or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set out in California Government Code §1090. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of Services under the Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

Proposer must provide a list in its SOQ of its current contracts that involve work with MPWD, including its relationship to MPWD and a brief description of its work under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product. This information may be provided as a clearly identified attachment.

The successful proposer's duties and services under this Agreement do not include preparing or assisting MPWD with any portion of MPWD's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with MPWD. MPWD will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The successful proposer's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. The successful proposer will cooperate with MPWD to ensure that all proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the successful proposer for this project.

Sample Agreement, Firm Offer & Corporate Structure - Proposers must also indicate that they are prepared

to sign the Sample Agreement provided in Attachment 1 to this RFQ (or should specifically identify any requested changes to the Agreement, using the form provided in Form 3, (Exception Form); and must clearly state that they are able to meet the insurance requirements as set forth in Attachment A, Section 12 Insurance Requirements. Proposers must also state in writing that they agree to be bound by their SOQ for 180 days from the SOQ due date. Proposers must also confirm that they have no impermissible conflicts of interest.

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the SOQ. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

Signature and Contact Information - The cover letter will be signed by the Consultant's Project Manager and an official authorized to negotiate and contractually bind the firm with the District regarding the requested services. The Project Manager will be the main contact with the District for technical and contractual issues, and will be responsible for the direction of day-to-day progress. Please provide the telephone number, e-mail address, and office location of the Project Manager.

Section 1 - Approach

State what makes your firm uniquely qualified for our District and our desired scope of work. What sets you apart? Describe your approach when working with local government agencies, such as special district water utilities. Describe your approach for migration of data to cloud-based services.

Section 2 - Team Qualifications and Experience

Submit Statements of Qualifications (SOQs) that address the following:

- A. Organizational Chart: Provide an organizational chart of the team that will provide services to the District, including subconsultants and their specific roles, if any.
- B. Include brief resumes of key personnel (including Consultant's Project/Client Manager) proposed for the contract. The proposed Project/Client Manager will remain the same through the course of the Agreement. Any changes in proposed staffing will require the written approval of the District. Key team members identified in the SOQ will not change in the executed contract.
- C. List number of years in business, including previous names, if any.
- D. Describe firm, including size, number of offices, location(s) of staff that will provide services to the District, number and nature of the professional staff to be assigned to the MPWD, and staff experience and training.
- E. Financial Qualifications: Each Proposer must possess sufficient financial strength, resources and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and must be audited by an independent certified public accountant. At MPWD's discretion, MPWD may reject Proposers who are involved in current or pending bankruptcy proceedings
- F. Accounting System: Briefly describe Proposer's accounting system and cite its experience with public agency contracts. System must be modern, up to date and

- have the ability to provide accurate information. Describe the financial controls in place to ensure high quality invoices and reports. Describe the reporting structure and roles and responsibilities of staff working in the accounting department.
- G. Highlight experience with water districts or municipalities and special districts of similar size and scope. Specific examples of experience providing IT managed services, highlighting any expertise supporting ESRI GIS software (standard ArcGIS Pro and ArcMap/ArcGIS Desktop), successful transitions to cloud-based environments, implementing and managing anti-phishing and anti-malware solutions, comprehensive log management systems, secure password management policies and tools (including MFA), PC deployment, phone/VoIP systems, onboarding/offboarding processes, and managing a diverse portfolio of software subscriptions.
 - H. Staffing & Support: Describe the firm's ability to staff its help desk and cyber security functions and provide relevant technical certifications for staff. Explain how the team will seamlessly integrate with the existing MPWD staff structure, demonstrating a commitment to collaboration and a high level of service delivery. Describe the firm's typical client/account communication approach and practices.
 - I. Systems and Tools: Identify the help desk, remote monitoring and management (RMM), and network monitoring systems that would be used. Describe the tools and processes used for cloud migration and management, anti-phishing and anti-malware software (including EDR solutions), the log management platform and Security Information and Event Management (SIEM) capabilities, the password management system (including MFA capabilities), and the software license management (SLM) or SaaS management tools used to track, monitor, and optimize software subscriptions.
 - J. Security Expertise: Demonstrate substantial expertise in cybersecurity within similar local government utility environments and deploying modern security solutions (including EDR) to protect against evolving threats and ensure the security of critical infrastructure. Identify any water system-specific cybersecurity training or tools utilized by the firm.
 - K. Cloud Migration Plan: Outline a proposed approach for the transition of networks and applications to a secure, cloud-based server environment, citing examples of cloud platforms (e.g., AWS, Azure, Google Cloud) that the firm has experience with for similar projects. The plan should address potential challenges like data security and integrity, legacy system compatibility, downtime, and cost management.
 - L. Compliance with California Public Records Act and SB 272: Describe the firm's approach to documenting and cataloging enterprise systems in compliance with California Senate Bill 272, both in the on-premises and cloud environments, and how software licenses and subscriptions will be managed and documented within this framework.
 - M. Approach of Scope of Services: Proposers must provide which services would be included in Discipline B as Fixed Monthly Services and describe the type of services that will be available to the District as on-call or ad hoc services under Discipline C.
 - N. Task Order Experience (In Relation to Discipline C)
 - 1. Describe how Proposer will ensure that the quality of task management and work product, either from the firm or subconsultants, is within criteria set forth by MPWD.
 - 2. Describe Proposer's understanding of and rationale for the proposed

on-call organization and intended approach to providing the work and tasks.

Section 3 - Related Experience

Provide sample clients/services that the proposed support team has worked on. Summary information should contain scope of services, costs, and agency contact information. Services that are similar scoped to those listed in Section 2 preferred.

Section 4 - References

Provide at a minimum five (5) references for services that the support team have performed or are performing in a capacity similar to the scope of this RFQ. List assignments completed, including scope of services, costs, and agency contact information.

Section 5 - Insurance

Proposers must demonstrate their ability to obtain insurance coverage that meets the minimum requirements of Section 12 of the Sample Agreement, as evidenced by a letter, or a certificate, from an underwriter confirming that the Proposer can be insured for the required amounts.

Section 6 – Proposed Compensation

Proposer must fill out Form 1: Cost Proposal. For Discipline A, proposer must provide a fixed one-time cost and a list of all services included in addition to those described above. For Discipline B, proposer must provide a monthly cost and a list of what services would be included in that monthly cost. For Discipline C, proposer must provide rates for completion of on-call tasks and reimbursable expenses. Costs shall include, but not be limited to, labor, materials, supplies, taxes, overhead, insurance and profit.

If the Consultant proposes a billing structure different than that described above, the differences in billing/cost structure must be clearly identified and described, including an explanation of why the alternative structure provides a better value to the District.

Section 7 – Levine Act

The Levine Act (Government Code Section 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a contract with District to anyone who has contributed \$500.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before District or for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their SOQ the California Levine Act Statement, Form 2.

Forms

Proposers must submit all required forms (Forms 1-4).

The selected Proposer for the provision of the Services will be required to execute an Agreement with MPWD describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This agreement must follow the Sample Agreement. **All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, particularly the indemnification and insurance requirements.**

Submittal of a SOQ must be deemed acceptance of all of the terms set forth in this RFQ and the Sample Agreement unless the Proposer(s) includes in its SOQ, in writing, any modifications requested to the RFQ and/or Sample Agreement as set forth on the Exceptions to Solicitation Documents Form, Form 3. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item, and must be submitted on Form 3. MPWD reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of SOQs.

4.0 SELECTION PROCESS

4.1 Statement of Qualifications Evaluation

SOQs are to be reviewed by an evaluation committee using the following rating matrix to determine the ranking of SOQs:

Section 1 – Approach	25 points
Section 2 – Team Qualifications and Experience	20 Points
Section 3 – Related Client Experience	15 Points
Section 4 – References	15 Points
Section 6 – Cost	25 Points

The evaluation committee will rank the firms and determine if interviews are necessary and/or recommend which firm will be selected for MSP/IT services.

4.2 Consultant Selection

All firms are hereby notified that the selection of the Consultant for this contract and any agreements for services resulting from the Request for Qualifications is dependent on the approval by the District Board of Directors.

4.3 Protest Procedures and Dispute Resolution

The protest procedures and dispute resolution process will be conducted in accordance with Mid-Peninsula Water District policies.

5.0 SUBMITTAL OF STATEMENT OF QUALIFICATIONS

5.1 Submittal

Please submit your SOQ electronically via email **no later than 12:00 PM, December 10, 2025**, to the MPWD General Manager, Kat Wuelfing kwuelfing@midpeninsulawater.org and Operations Manager, Sarah Scheidt sscheidt@midpeninsulawater.org.

SOQs received by the due date will be ranked by a selection committee. **Late submittals will not be accepted.**

5.2 Mandatory Pre-Submittal Meeting

A pre-submittal meeting will be held at **11 AM, November 13, 2025**, via Zoom. Details are below. At this meeting MPWD staff will discuss the District's existing and desired scope of IT services, professional services agreement, and respond to questions from the attendees.

<https://us06web.zoom.us/j/88494718185>

Meeting ID: 884 9471 8185

-One tap mobile

+16694449171,,88494718185# US

+12532050468,,88494718185# US

Join instructions

https://us06web.zoom.us/join/88494718185/invitations?signature=6rHI_TMACEE4pj2nOpn29z4V_hQ--ruIFBGOhILDxXw

The Pre-Submittal Meeting is mandatory for all prime consultants and highly recommended for all subconsultants. SOQs received from prime consultants that did not attend the meeting (based on the official attendance list) will not be accepted. Email Sarah Scheidt at sscheidt@midpeninsulawater.org to RSVP.

5.3 Questions

Please submit any questions regarding this RFQ, insurance requirements, and professional services agreement in writing to sscheidt@midpeninsulawater.org **no later than 12:00 p.m., November 17, 2025**. Answers to all questions will be posted on the District's website by **Wednesday, November 19, 2025**. Please note that questions will **only** be accepted via e-mail and responses will be compiled and posted on the District's webpage: <https://www.midpeninsulawater.org/bid>. It is the responsibility of the Consultant to obtain any Questions & Answers (Q&A) issued by the District. The District is not responsible for any holder of the RFQ or consultant not obtaining a copy of Q&A's issued by the District.

5.4 Statement of Qualifications Information

The District reserves the right to reject any and all SOQs submitted.

All responses to the RFQ become the property of the District.

The RFQ does not commit the District to execute an agreement or to pay any cost incurred in the preparation of the SOQ.

All costs incurred during SOQ preparation or in any way associated with the Consultant's preparations, submission, presentation, or interview, if held, will be the sole responsibility of the Consultant.

The District reserves the sole right to evaluate each SOQ and to accept or reject any or all SOQs received as a result of the RFQ process.

The District reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all consultant teams and to waive any defects as to form or content of the RFQ or any responses by any consultant teams.

Once a final selection is made, all RFQ responses, except financial and proprietary information, become a matter of public record and will be regarded by the District as public records. The District will not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

Award of a contract does not guarantee that a Consultant or its subconsultants will actually receive any work.

6.0 DISTRICT'S RESPONSIBILITY

The District will provide the following information to the selected consultant(s) as needed:

- A. Answering questions by November 19.
- B. Reviewing all Consultant's deliverables and providing comments in a timely manner.

7.0 ADDITIONAL REQUIREMENTS

7.1 Cost of SOQ Development

This RFQ does not commit the MPWD to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a SOQ, nor to procure or contract for any services. The Proposer waives any claim against the MPWD for costs incurred in preparing a SOQ and responding to this RFQ.

7.2 Validity of SOQs

Submission of a SOQ constitutes a firm offer to the MPWD for 180 days from the submission deadline for SOQs.

7.3 Ex-Parte Communications

Proposers and Proposers' representatives must communicate in the manner set forth in this RFQ. All such communication must be directed to the Procurement Administrator named in this RFQ until after a Notice to Proceed has been issued by the MPWD. There must be no communication with any officer, director, employee, or agent of the MPWD, except as may be reasonably necessary to carry out the procedures specified in this RFQ.

Proposers and Proposers' representatives may not communicate with the MPWD's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the MPWD during a public meeting.

7.4 Confidentiality

- A. The California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the SOQ, as well as any other written communication between MPWD and the Proposer, is a public record that must be made available to the public.
- B. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that the MPWD withhold from disclosure the exempt information by submitting:
 - 1. an unredacted copy of the SOQ marking each page containing such exempt information as confidential; and
 - 2. a redacted copy of the SOQ that redacts the purportedly exempt information; and
 - 3. a separate "confidentiality index" including all of the following information:
 - a. The section and page number of the SOQ where the information is located; and
 - b. An explanation of why the information is exempt from disclosure under the CPRA.
- C. By submitting a SOQ, Proposer:
 - 1. consents to the release of the redacted version of the SOQ; and
 - 2. consents to the release of any portion of its SOQ not included in the confidentiality index; and
 - 3. waives all claims against the MPWD, its directors, officers, employees, and agents, for the disclosure of such information.

- D. If the Proposer does not include a confidentiality index in its SOQ, the MPWD will have no obligation to withhold any information from disclosure and may release the information sought without liability to the MPWD.
- E. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the SOQ, the redacted version prevails.
- F. A Proposer may not designate its entire SOQ as confidential. The MPWD will not honor such designations and will disclose submittals so designated to the public without liability to the MPWD.
- G. *Confidentiality Indemnity.* Upon receipt of a request pursuant to the CPRA seeking SOQ material relating to this RFQ, the MPWD may provide the redacted version of the SOQ, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the MPWD determines that information in the confidentiality index is not exempt from disclosure, the MPWD will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

By submitting a SOQ, Proposer agrees to indemnify, defend, and hold harmless the MPWD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the SOQ. If Proposer fails to accept a tender of a defense, the MPWD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

7.5 Waiver

By submitting a SOQ, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its SOQ for errors and omissions; that the prices stated in its SOQ are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

7.6 MPWD's Rights

The MPWD reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of the MPWD. This RFQ does not commit the MPWD to award an Agreement, to pay any costs incurred in the preparation of the SOQ for this request, or to procure or contract for services. The MPWD reserves the right to modify or cancel in whole or in part this RFQ, to reject any and all SOQs, to accept the SOQ it considers most favorable to the MPWD's interest in its sole discretion, and to waive irregularities or informalities in any SOQ or in the SOQ procedures. The MPWD further reserves the right to reject all SOQs and seek new SOQs when the MPWD considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the SOQs of all such Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the MPWD.

8.0 FORMS

Form 1 – Cost Proposal

Form 2 – California Levine Act Statement

Form 3 – Exceptions

Form 4 – Sample Task Order

9.0 ATTACHMENTS

Attachment A - Sample District Professional Services Agreement

Form 1 – Cost Proposal

Discipline A

[illegible]

Discipline B

[illegible]

Discipline C

Personnel Name	Position / Title	Fully Burdened Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Reimbursable Expense	Proposed Rate
	\$
	\$
	\$
	\$

Form 2 – Levine Act Statement

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any District Board Member from participating in any action related to a contract, if they receive any political contributions totaling more than \$500 from the person or company awarded the contract within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board Members prior to answering the below questions:

District Board Members: <https://www.midpeninsulawater.org/board>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any District Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?
___ YES ___ NO. If yes, please identify the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any District Board Member in the 12 months following any Board action related to this contract?
___ YES ___ NO. If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude District from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

Form 3 – Exceptions

By submitting an SOQ, proposer is deemed to have accepted all of the terms and conditions **Attachment A**.

Submittal of a SOQ shall be deemed acceptance of all the terms set forth in this RFQ, including the sample contract for Services, unless the proposer includes with its SOQ, in writing, any exceptions or modifications requested by the proposer.

EXCEPTIONS: _____NO; _____YES. If YES, list below all exceptions to the solicitation documents and requirements, including exceptions to the sample contract for Services and Insurance Requirements. Number each exception and attach additional pages as necessary.

#	Document	Section	Exception/Issue	MPWD's Response
1				
2				
3				
4				
5				

*make copies of this form if necessary

Form 4 – Sample Task Order

The Contractor hereby agrees to perform the Services authorized herein in accordance with all the terms and conditions of the Contract referenced below. The Contractor shall furnish the necessary professional and technical personnel and materials required to complete this work.

Contract Date _____ Task Order No. _____
Contractor: _____
Term: Effective _____ and continue in effect through _____

Compensation

Task Order value: \$ _____

Contract value available to authorize this Task Order \$ _____

Scope of Services: *attached*

Key Personnel: *attached*

Subcontractors: *attached*

Time of Performance:

Approved by:

MPWD:

CONTRACTOR:

Date Executed:

Date Executed:

By: _____
Kat Wuelfing
General Manager

By: _____
[NAME]
[Title]

Attachment A – Sample District Professional Services Agreement

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and _____ ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional services for _____ and has issued a Request for Qualifications dated _____, 20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Statement of Qualifications dated _____, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. TERM. The term of this Agreement will be for a term of 3 years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the DISTRICT with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

The DISTRICT reserves the right, in its sole discretion, to exercise one- year option terms to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the DISTRICT determines to exercise the option terms, the DISTRICT will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the DISTRICT's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION. The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the

CONSULTANT. Services for Discipline A will performed for the fixed cost as set forth in Exhibit B. Services for Discipline B will performed for the monthly cost as set forth in Exhibit B.

For Discipline C, a maximum not-to-exceed amount as set forth in the TO will apply to each TO. Further, it is expressly understood and agreed that in no event will Consultant be compensated in an amount greater than the amount specified in any individual TO for the services performed under such TO without issuance of a written amendment to such TO by MPWD. If at any time, Consultant has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in any TO, Consultant will notify DISTRICT immediately in writing to that effect, indicating the estimated additional amount necessary to complete the work in the TO. Any cost incurred by Consultant in excess of the not-to-exceed amount as set forth in the TO or above for any Discipline A Services will be at Consultant's own risk.

MPWD will compensate the Consultant at the amounts and rates, as applicable, specified in Exhibit B and for reimbursable expenses identified in Exhibit B that are approved by DISTRICT in advance. This amount will fully compensate Consultant for all indirect and direct personnel, materials, supplies, equipment and services costs incurred by the Consultant and used in carrying out or completing the Services.

5. MANNER OF PAYMENT. CONSULTANT shall submit invoices to DISTRICT on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Mid-Peninsula Water District
1075 Old County Road, Suite A
Belmont, CA 94002
Attn: Office Manager

6. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK.

A. **General**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the DISTRICT. The DISTRICT will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the DISTRICT. If any materials are lost, damaged, or destroyed before final delivery to the DISTRICT, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the DISTRICT. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

B. Intellectual Property Provisions

1. Definitions.

The term “Consultant Software” means any software reasonably necessary to operate or maintain any portions of the System that is a product or application of CONSULTANT that pre-existed the execution of this Agreement.

The term “Consultant Software Customizations” means any software reasonably necessary to operate or maintain any portions of the System that is a customization, modification, or other change or addition of or to Consultant Software made under this Agreement.

The term “Third Party Software” means any software reasonably necessary to operate or maintain any portions of the System that does not constitute Consultant Software or Consultant Software Customizations.

The term “Materials” means any recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement—with examples including, but not be limited to: computer software documentation; changelogs; engineering drawings; specifications; standards; process sheets; manuals; technical reports; catalog item identifications; and related information—and for clarity, excluding financial, administrative, and cost and pricing information incidental to the work.

2. Grant of License. The CONSULTANT grants to the DISTRICT a perpetual, unlimited, royalty-free, non-exclusive and irrevocable license for DISTRICT (including without limitation its officers, directors, employees, and agents) to install, use, copy, modify, and maintain the Consultant Software and the Consultant Software Customizations, with no limitation on the number of sites or users.

In providing the System, the CONSULTANT will use only that Third-Party Software that has been expressly approved in writing by DISTRICT. CONSULTANT will procure, maintain, and otherwise be responsible for all licenses for DISTRICT, in DISTRICT'S name, for any such Third Party Software reasonably necessary to operate or maintain the System. CONSULTANT will provide to DISTRICT copies of such licenses, along with any related software or license documentation.

To the extent that any other licenses or permissions are reasonably desirable or necessary for DISTRICT to operate or maintain the System, CONSULTANT hereby grants to DISTRICT to the maximum extent within its rights—or will procure for DISTRICT, in DISTRICT'S name, to the maximum extent reasonably negotiable—any such licenses and permissions.

All rights and licenses granted under or pursuant to this Agreement are and will be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that the DISTRICT, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein will be deemed to constitute a present exercise of such rights and elections.

3. Patent and Copyright Warranties. The CONSULTANT represents and warrants that any use of the System (or any portion of the System) by DISTRICT (or its officers, directors, agents, employees, or transit users) will not infringe or violate the patent, copyright, trade secret, or other intellectual property or proprietary rights of any third party.

The CONSULTANT further represents and warrants that it has or will have all appropriate licenses, agreements, or ownership rights pertaining to all patent, copyright, trade secret, or other intellectual property or proprietary rights needed for the performance of its obligations under this Agreement—including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by the DISTRICT used on or incorporated in the work under this Agreement. The CONSULTANT assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices, or processes.

In case any such software, materials, equipment, devices, processes, or other materials are held to constitute an infringement and their use enjoined, the CONSULTANT, at CONSULTANT'S sole cost and expense will: (a) secure for the DISTRICT the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license, or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices, or processes, or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid for them without prejudice to any other rights of the DISTRICT. If the amount of time necessary to proceed with one of these options is deemed excessive by the DISTRICT, the DISTRICT may direct the CONSULTANT to select another option or risk default.

4. Source Code. The CONSULTANT agrees that as a condition of final acceptance, it will deposit the source code for any Consultant Software and Consultant Software Customizations into escrow (including all updates, versions, releases, and upgrades licensed under this Agreement or any related maintenance agreements between CONSULTANT

and DISTRICT), with a source code agent capable of providing Level 2 certification/verification. Deposit will be at reasonable periodic intervals based generally on the pace at which the software is being developed or changed and will include any and all subsequent updates, versions, releases, and upgrades licensed under this Agreement or any related maintenance agreements between CONSULTANT and DISTRICT. The source code escrow agreement will remain in place, and source code deposits will be updated and maintained, for as long as the DISTRICT and CONSULTANT have entered into a software maintenance or support agreement. The applicable source code will be released to the DISTRICT (or any contractor acting on its behalf) in the event of CONSULTANT's non-performance or the inability of CONSULTANT to execute or maintain the portion of the System controlled by or through its applicable software. Such conditions of release include, but are not limited to (1) CONSULTANT's bankruptcy, (2) CONSULTANT's cessation of business, or (3) failure of CONSULTANT to support, execute, maintain or provide enhancements in a timely manner to the portion of the System controlled by or through its applicable software. CONSULTANT agrees that the DISTRICT (or any contractor acting on its behalf) may use the source code to maintain, fix, or modify the CONSULTANT Software and the CONSULTANT Software Customizations as reasonably necessary to operate or maintain any portions of the System. CONSULTANT and the DISTRICT will separately document an escrow agreement concurrently with this Agreement. The CONSULTANT will be responsible for any costs related to the escrow.

5. **Patent Rights.** If any invention, improvement, or discovery of CONSULTANT is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement, or discovery may be patentable under the Patent Laws of the United States or any foreign country, CONSULTANT will immediately notify DISTRICT and provide a detailed report. The rights and responsibilities of DISTRICT, CONSULTANT with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

6. **Non-Compete Clauses Waived.** In the event that any of the release conditions set forth in any source code escrow agreement between the parties are satisfied and the source code is released to the DISTRICT, the DISTRICT will have the right to hire CONSULTANT's personnel or subcontractors for any reason related to the maintenance and operation of the System. The CONSULTANT will not interfere with any such efforts to hire any of CONSULTANT's personnel. CONSULTANT agreements with personnel and/or subcontractors that restrict employment by the DISTRICT will be waived under such circumstances.

7. **Precedence.** In the event of any conflict between the provisions of this Section 8 and the provisions of any separate software license, escrow, or otherwise related agreement, Section 8 will take precedence.

C. **Data Security, Privacy and Cloud Software Provisions.** Refer to Attachment A, appended hereto, for additional data security, privacy and cloud software requirements.

10. **CHANGES.** The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation

specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. The CONSULTANT will indemnify, defend, keep and save harmless the DISTRICT and its directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right.
- C. Any disclosure or allegation thereof of DISTRICT PII.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

12. INSURANCE.

A. Workers' Compensation. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT. Such insurance shall also contain a waiver of subrogation in favor of the Mid Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the DISTRICT for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of CONSULTANT in the

performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the Mid Peninsula Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

E. Cyber Liability Insurance. CONSULTANT shall provide comprehensive coverage addressing the full scope of potential cyber-related exposures. At a minimum, coverage shall include, but not be limited to, the following:

1. Data Breach and Information Security Coverage: Protection against the loss, theft, or unauthorized disclosure of confidential, proprietary, or personally identifiable information.
2. Privacy and Regulatory Coverage: Coverage for invasion of privacy, identity theft, and unauthorized system access, including defense costs, settlements, judgments, and regulatory fines or penalties arising from such incidents.
3. Incident Response and Notification Coverage: Reimbursement for breach notification expenses, credit monitoring services, and other costs incurred in complying with applicable data breach laws or regulations.
4. Data Restoration and Business Interruption Coverage: Coverage for costs associated with the restoration or recovery of corrupted or lost data, as well as loss of income or extra expenses resulting from a cyber event or system outage.
5. Network Security Liability: Protection against claims arising from denial-of-service attacks, unauthorized access, transmission of malicious code, or other failures of network security.
6. Media Liability: Coverage for claims alleging infringement of copyright, trademark, trade dress, or domain name, as well as defamation, libel, or slander resulting from the insured's electronic, digital, or online content.

All coverages shall be written on an occurrence or claims-made basis with terms, limits, and conditions appropriate to the size, scope, and nature of the work performed under this RFQ.

13. TERMINATION. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the DISTRICT shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's General Manager and the CONSULTANT's

_____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:	Mid-Peninsula Water District 1075 Old County Road, Suite A Belmont, CA 94002 ATTENTION: General Manager
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If to the CONSULTANT: _____
ATTENTION: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. District Warranties. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DISTRICT:

CONSULTANT:

MID-PENINSULA WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

* If the CONSULTANT is a corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

APPROVED AS TO FORM:

By: _____
Attorney for the DISTRICT

Title: _____

ATTACHMENT A
DATA SECURITY, PRIVACY AND CLOUD SOFTWARE REQUIREMENTS

1. DATA PRIVACY

The CONSULTANT may have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, payment card information, and customer water usage data. DISTRICT Personally Identifiable Information, or DISTRICT PII, means any PII relating to the DISTRICT's customers.

The CONSULTANT must ensure and maintain the confidentiality, security, safety, and integrity of all DISTRICT PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of DISTRICT PII used or acquired in the performance of this Agreement. Notwithstanding the generality of the foregoing requirements, CONSULTANT will adhere to the following requirements concerning DISTRICT PII:

A. The CONSULTANT may not, except as authorized or required by law, reveal or divulge to any person or entity any DISTRICT PII that becomes known to it during the term of this Agreement. The CONSULTANT may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to the DISTRICT.

B. The CONSULTANT must maintain policies and programs that prohibit unauthorized disclosure of DISTRICT PII and promote training and awareness of information security policies and practices. The CONSULTANT must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the DISTRICT may make to promote the safeguarding or confidentiality of DISTRICT PII.

C. The CONSULTANT must conduct background checks for employees or Subcontractors that have access to DISTRICT PII or host DISTRICT PII.

D. The CONSULTANT must limit access to computers and networks that host DISTRICT PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

E. The CONSULTANT agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b) by entering into this Agreement with the DISTRICT. In addition, the CONSULTANT warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of DISTRICT PII, including the terms and conditions contained in this Section.

This Section will survive termination or expiration of this Agreement.

2. DATA SECURITY

The CONSULTANT must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of DISTRICT PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

A. The CONSULTANT agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure DISTRICT PII that may be used, transmitted, or stored on such software in the performance of this Agreement.

B. The CONSULTANT, its employees, agents, Subcontractors, and consultants may not download or otherwise store any DISTRICT PII onto any CONSULTANT computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.

C. The CONSULTANT represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February 2016 report (see above). For added security, the CONSULTANT will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, DISTRICT will have the right at any time, upon reasonable notice, to audit and inspect: (i) CONSULTANT's facilities where the DISTRICT PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange DISTRICT PII; and (iii) CONSULTANT's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where the DISTRICT PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying CONSULTANT's compliance with this Agreement, and all applicable laws.

D. The CONSULTANT must process and store all DISTRICT PII in a single-tenant environment and at no time will DISTRICT PII be commingled with data of independent third-party users of CONSULTANT's services.

E. The CONSULTANT must have vulnerability management programs to identify and minimize threats and risks on any software used to store or transmit DISTRICT PII.

F. The CONSULTANT represents that the CONSULTANT's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards that meet or exceed the Trust Services Criteria and Principles for Security, Availability, Integrity, and Confidentiality established by the AICPA.

G. Notwithstanding anything to the contrary in this Agreement, the CONSULTANT agrees to retain DISTRICT PII for no longer than three days after the completion date of this Agreement and the DISTRICT's confirmation that the CONSULTANT may proceed with such deletion. At the conclusion of this retention period, the CONSULTANT agrees to use U.S. Department of Defense ("DoD") –approved method and removal of DISTRICT PII from any files, with said service being included in the total cost of this Agreement. Discarded DISTRICT PII will be unavailable and unrecoverable following the purge on any storage media including, but

not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The CONSULTANT agrees to destroy hard-copy documents containing DISTRICT PII by means of a cross-cut shredding machine. The CONSULTANT also agrees to use DoD—approved methods, or an alternate DISTRICT-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, the CONSULTANT will submit a certification to the DISTRICT's Project Manager that all electronic or hard-copy format DISTRICT PII has been destroyed in accordance with the Agreement.

H. The CONSULTANT is responsible for the security of the cardholder data the service providers possess or otherwise store, process or transmit on behalf of the DISTRICT's customers, and to the extent that it could impact the security of the customer's cardholder data environment. The CONSULTANT must at all times remain in compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with PCI DSS, in each case, at the CONSULTANT's sole cost and expense.

I. The CONSULTANT is responsible for complying with the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Reinvestment and Recovery Act of 2009, and the Health Insurance Portability and Accountability Act (HIPAA), including all data security and privacy requirements thereof.

This Section will survive termination or expiration of this Agreement.

3. **NOTICE OF SECURITY BREACH**

The CONSULTANT must immediately notify the DISTRICT when it discovers that there may have been a data security incident that has or may have resulted in compromise to DISTRICT PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The CONSULTANT must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert the DISTRICT of any such circumstances, including information sufficient for the DISTRICT to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of DISTRICT PII, the CONSULTANT will be liable for paying for the following costs to remediate any such unauthorized disclosure:

A. The reasonable cost of providing notice of the breach to individuals affected by such breach;

B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;

C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and

D. Any other service required by applicable law.

The CONSULTANT must provide any information and/or support to the DISTRICT in issuing the actual notification and, at the DISTRICT's sole discretion, the CONSULTANT must itself provide actual notification if the DISTRICT desires. This Section will survive termination or expiration of this Agreement.

4. SERVICE LEVEL AGREEMENT

The following additional requirements apply to cloud software solutions:

Application Availability. CONSULTANT must provide 99.99% application availability and maintain logs establishing uptime and downtime for the duration of the Contract.

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events.

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to DISTRICT and end when Consultant has restored availability of the services. Failure to meet the 99.99% Application Availability, other than for reasons due to an Excluded Event, will entitle DISTRICT to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to the DISTRICT's monthly invoice for the affected month
<99.99% to 99.9%	10%
<99.9% to 99.75%	15%
<99.75% to 98.75%	25%
<98.75 to 97.75%	35%
<97.75%	50%

"Outage" means the accumulated time, measured in minutes, during which DISTRICT is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of DISTRICT, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CONSULTANT or its subconsultants; (c) Force Majeure events, excluding acts resulting in a breach of Confidential Information or Personally Identifiable Information; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the services in accordance with the terms of the Contract; (f) the unavailability of required DISTRICT personnel, including as a result of failure to provide CONSULTANT with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods mutually agreed upon by DISTRICT and CONSULTANT to maintain and update the services, when necessary. During these Maintenance Periods, the Services are available to CONSULTANT to perform periodic maintenance services, which include vital software updates. CONSULTANT will use its commercially reasonable efforts during the Maintenance Period to make the services available to DISTRICT; however, some changes will require downtime. CONSULTANT will provide notice for

planned downtime via an email notice to the primary DISTRICT contact at least one day in advance of any known downtime so planning can be facilitated by DISTRICT.

“Monthly Minutes (MM)” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the services are unavailable as the result of an Outage.

5. TRANSITION

Upon the termination or expiration of this Agreement, the CONSULTANT must cooperate fully with the DISTRICT, and any successor consultant to provide to the DISTRICT, and any successor consultant, electronic copies of all branding materials, logos, reports, designs, drawings, plans, specifications, schedules, information, payment history, payment records, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT (Work Product) to ensure a smooth transition to a new software solution. All DISTRICT PII must be protected, kept secure, and transmitted securely at all times in accordance with the terms of this Agreement. All Work Product must be provided in a format that is usable by the successor consultant, such as the latest version of Microsoft WORD and/or Excel.

If the DISTRICT terminates the Agreement, the CONSULTANT must begin preparing all Work Product to allow for a smooth transition to a successor consultant or to permit the DISTRICT to operate a similar software solution in the future. Within 30 calendar days of the DISTRICT's termination of the Agreement, the CONSULTANT must transfer all other Work Product, including written reports, data, and other relevant information, to the DISTRICT and the successor consultant. The DISTRICT will withhold payment of CONSULTANT's final invoice until CONSULTANT has ensured a smooth transition to the successor consultant or transmitted all required documents for the DISTRICT's records, as determined by the DISTRICT in its sole discretion.

Upon expiration of this Agreement, CONSULTANT must transfer all other Work Product, including written reports, data, and other relevant information, to the DISTRICT and the successor consultant (if applicable). The DISTRICT will withhold payment of CONSULTANT's final invoice until CONSULTANT has ensured a smooth transition to the successor consultant or transmitted all required documents for the DISTRICT's records, as determined by the DISTRICT in its sole discretion.