

REQUEST FOR PROPOSAL (RFP)
for Backflow Prevention System
Replacement Software,
RFP No. ISD-24-01

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center

CONTACT

Danny Pham, Project Manager
(510) 287-7000
danny.pham@ebmud.com

RESPONSE DUE

May 15, 2024
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Danny Pham, EBMUD
danny.pham@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Backflow Prevention System Replacement Software, RFP No. ISD-24-01

TABLE OF CONTENTS

I.	STATEMENT OF WORK	3
A.	SCOPE	3
B.	BACKGROUND	3
C.	PROPOSER QUALIFICATIONS	4
D.	SPECIFIC REQUIREMENTS	4
II.	CALENDAR OF EVENTS	5
III.	DISTRICT PROCEDURES, TERMS, AND CONDITIONS	6
A.	RFP ACCEPTANCE AND AWARD	6
B.	EVALUATION CRITERIA/SELECTION COMMITTEE	6
C.	PRICING	9
D.	NOTICE OF INTENT TO AWARD AND PROTESTS.....	9
E.	WARRANTY	10
F.	INVOICING	11
IV.	RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION	11
A.	DISTRICT CONTACTS	11
B.	SUBMITTAL OF RFP RESPONSE	12
C.	RESPONSE FORMAT	13

EXHIBITS

EXHIBIT A – RFP RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

EXHIBIT D – INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

ATTACHMENTS

ATTACHMENT A – FUNCTIONAL REQUIREMENTS

APPENDICIES: BUSINESS FLOW DIAGRAMS, EXAMPLES OF CUSTOMER NOTICES AND FORMS, EXAMPLES OF STANDARD REPORTS

ATTACHMENT A1 – FUNCTIONAL REQUIREMENTS RESPONSE FORM

ATTACHMENT B – TECHNICAL REQUIREMENTS

ATTACHMENT C – PRELIMINARY SECURITY INFORMATION GATHERING (PSIG)

ATTACHMENT D – PRICING WORKSHEET

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe a replacement solution for the existing Backflow Prevention System (BPS) application.

The District intends to award a professional services contract to implement the solution and a five-year contract for licensing with five options to renew for one-year terms to the Proposer(s) who best meets the District's requirements.

B. BACKGROUND

1. Business Overview

The California Department of Drinking Water, through the Cross-Connection Control Policy Handbook, mandates water purveyors, such as the District, to administer a cross-connection control prevention program, which helps keep potable water free from contaminant and pollutant exposure. EBMUD's cross-connection control program is divided into five program areas (Program): Commercial, Residential, Hydrant Meter, EBMUD, and Recycled Water services.

District inspectors are required to conduct site inspections (Survey) to determine if a backflow prevention device (Device) is required as a result of an actual or potential cross-connection hazard on a customer's plumbing system. All devices are routinely tested by certified testers (Approved Testers). Device ownership, responsibility for testing, testing schedule, number of customer notices, and fees for customers vary by Program.

The District outsources some of the Residential Program's annual device tests to a district contractor.

Approximate Statistics

- Backflow Devices Tracked: 18,630
 - 13,400 Commercial (also includes recycled water accounts), 4,400 Residential, 700 Hydrant Meter, and 130 EBMUD
- Recycled Water Accounts Tracked: 100 to 150
- Surveys Conducted Annually: 3,000 to 4,000*
- Notices to Customers Issued Annually: 27,000*
- Total system accounts: 360,000 residential, 62,000 commercial
- *With anticipated regulatory changes, these estimates are expected to possibly double over life of contract
- Current BPS Users: 15 internal District staff and up to 6 District contractors
 - Additional Users for new BPS: 150 to 200 external Approved Testers

2. Application Overview

The District's current BPS application was internally developed using Oracle Forms and implemented in 1990. The BPS manages the activities and records to administer the cross-connection control prevention program, including recording survey results, scheduling device tests, producing customer notices, and recording test results. Additionally, BPS maintains the list of approved testers and their test kit calibrations. All data entry is manually entered by District staff. Non-District staff do not have access to BPS.

BPS interfaces with the District's Customer Information System (CIS). CIS indicates to BPS when a survey is required, triggered by either start of new service, a change of responsible party on an existing service, on a routine schedule, or ad-hoc basis. BPS also facilitates the billing of fees, specifically relaying to CIS which customer will be billed for an annual fee. There are other fees related to the administration of the cross-connection control prevent program but are manually done outside of BPS.

C. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing enterprise software solutions and implementation services for at least 5 years.
- b. Proposer shall be a certified or authorized manufacturer, dealer, or provider of software solution.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

D. SPECIFIC REQUIREMENTS

Refer to Attachment A and Attachment B for the detailed requirements the District anticipates in a new BPS solution.

At a high-level, the District will use the proposed solution to:

1. Record survey results
2. Track backflow devices
3. Send notices to customers
4. Schedule device testing
5. Maintain test results
6. Maintain a list of approved testers and their test kit calibrations
7. Facilitate billing of fees

8. Generate reports
9. Receive email notifications for workflow triggers
10. Allow remote access to internal and external users with offline capabilities
11. Interface with District’s Customer Information System
12. Import/migrate existing data from current BPS and Recycled Water databases

Please note the following out of scope requirements:

1. The District is not seeking additional professional services to further outsource inspection-related processes (i.e., conducting surveys, testing devices).
2. The District does not desire a “Self-Service Customer Portal” that would allow customers to access their test results.

II. CALENDAR OF EVENTS

EVENT	DATE
RFP Issued Date:	Wednesday, April 10, 2024
RFP Questions Due Date:	Wednesday, April 24, 2024 by 4:00 p.m.
RFP Answers Posted Date:	Wednesday, May 1, 2024
RFP Submittal Due Date:	Wednesday, May 15, 2024 by 4:00 p.m.
Submittal Review	June 2024
Product Demonstrations by Short-listed Proposers	July 2024
Contract Negotiations (IT Services Agreement)	August to September 2024
Contract Award and Begin Implementation	October 2024

Note: All dates are subject to change **by District.**

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated according to the Evaluation Criteria below.

	Evaluation Criteria
A.	<p>Functional Requirements (see Attachment A) An evaluation will be made of the extent to which the proposed solution addresses all functional requirements.</p>
B.	<p>Technical Requirements (see Attachment B): An evaluation will be made of the extent to which the proposed solution addresses all non-functional requirements.</p>
C.	<p>Preliminary Security Information Gathering (PSIG) (See Attachment C): An evaluation will be made of the extent to which the Proposer’s organization addresses District’s IT Security requirements.</p>
D.	<p>Cost: An evaluation on cost will be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford. At this time, the District has not yet assigned budget for this project. Please provide costs typical of your services.</p>
E.	<p>Implementation Plan and Schedule (See Exhibit A – RFP Response Packet): An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will meet the District’s schedule. Minimal components to be included in the implementation plan are training plan, comprehensive integration and user acceptance test plan, business process reengineering tasks, major implementation milestones, company’s change management strategy and project governance strategy.</p>
F.	<p>Key Personnel (See Exhibit A – RFP Response Packet): RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
G.	<p>Work Sample Submittals (See Exhibit A – RFP Response Packet):</p>

	An evaluation will be made to the extent the samples are complete, easy to comprehend, and demonstrates or addresses requirements.
H.	References (See Exhibit A – RFP Response Packet): References are only performed on the shortlisted Proposers and the assessments of references is not included in the preliminary short list evaluation.
I.	Product Demonstration: Shortlisted vendors will be asked to provide a product demonstration so that the evaluation committee and other stakeholders may see the product and ask questions. Multiple interviews may be requested to clarify proposed solution and implementation approach.
J.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District’s time schedule and can meet it?
K.	Methodology: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District’s time schedule?
L.	Contract Equity Program: Preference for Qualified SBE or DVBE if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.

C. PRICING

1. Prices quoted shall be firm for any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Please identify all costs by completing attachment entitled "Attachment D – Pricing Worksheet." In the event a portion of the Proposer solution is awarded, clarify how pricing would be impacted for the solution.
6. Include firm price for 10-years of support, to be documented in the above pricing worksheet.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a "not to exceed" contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Proposal protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the

proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract

termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of 5 years from the date of acceptance by the District.

F. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING FUNCTIONAL & TECHNICAL SPECIFICATIONS:

Attn: Danny Pham, Project Manager

EBMUD Project Management Office

E-Mail: Danny.Pham@ebmud.com

PHONE: **Error! Reference source not found.**

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Danny Pham, Project Manager

EBMUD Project Management Office

E-Mail: Danny.Pham@ebmud.com

PHONE: **Error! Reference source not found.**

B. SUBMITTAL OF RFP RESPONSE

1. Send your RFP response in zip format and prior to the RFP submittal due date/time RFP submittals, in their entirety, shall be emailed to Danny.Pham@ebmud.com. Zip file shall be named in following format, replacing with your vendor name: e.g., **Vendor_Name_BPSR_RFP_Submittal.zip**.

The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email.

2. Proposers will receive email confirmation of receipt of submittal. If you have not received confirmation within three business days, please email Danny.Pham@ebmud.com or call (510) 287-7000.
3. Late submittals will not be accepted.
4. Submittals via fax or mail (hard copy) will not be accepted.
5. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
6. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of 12 months, unless otherwise specified in the RFP documents.
9. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. Proposers shall not modify the existing text for any part of Exhibits A, B, C, or D or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For Backflow Prevention System Replacement Software, RFP No. ISD-24-01

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- FOLLOW INSTRUCTIONS IN THIS EXHIBIT A – RFP RESPONSE PACKET
 - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS”
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.
- PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference, and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

YES NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e., Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s company history, core services, and capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood. Please also answer the following information:
 - (a) Is your organization under the control of any other organization or entity (i.e. is your company a subsidiary)? If so, list names and addresses and note when such change in control took place.
 - (b) How many active clients are using your backflow prevention software solution today?
 - (c) How long has the solution been commercially contacted, in years?

2. **Key Personnel:** RFP response shall include a complete list of all key personnel (e.g., Project Manager, Technical Lead, Business Analysts) associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s physical location or time zone they work from;
 - (d) The person’s telephone number and e-mail address;
 - (e) The person’s educational background; and
 - (f) The person’s relevant experience, certifications, and/or merits.

3. **Description of the Proposed Solution:** RFP response shall include a description of the proposed solution, as it will be finally configured during the term of the contract. The description shall specify how the proposed solution will meet or exceed the requirements of the District and shall explain any advantages that this proposed solution would have over other possible solutions. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.

4. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of the spare parts, and how quickly the parts shall be available for repairs. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and detailed project schedule. Take into consideration the Calendar of Events in Section II of the RFP. The minimal components to be included in the implementation plan are:
 - (a) Major milestones and dependencies
 - (b) The types and frequency of meetings with District staff
 - (c) Data Conversion & Migration Strategy & Plan
 - (d) Testing (Unit, Integration, and Acceptance) Strategy & Plan
 - (e) Training Strategy & Plan
 - (f) Go-Live/Cutover Strategy & Plan
 - (g) Change Management Controls
 - (h) How the Proposer will ensure adherence to the timetables for the final solution and/or services.

6. **Work Sample Submittals:** RFP Response shall provide the following requested information:
 - (a) The Proposer shall provide the District with a current detailed Entity Relationship (ER) diagram of their data model, along with a description of its tables, columns and data types.
 - (b) The Proposer shall export a sample set of data from the Proposer's application as CSV files, and provide the District with this exported data.
 - (c) The Proposer shall describe their methodology for converting customer backflow data and loading it into The Proposer's application.
 - (d) The Proposer shall describe their methodology for providing Single Sign On.
 - (e) The Proposer shall provide a detailed project schedule from one of their previous more complicated backflow prevention projects, that involved substantial data conversions and integration with customer applications.
 - (f) The Proposer shall provide a detailed go-live schedule from one of their previous more complicated backflow prevention projects, that involved integration with customer applications.

- (g) The Proposer shall describe their methodology for sending application related email messages to users, and adhering to SPF, DKIM, and DMARC authentication methods.
- (h) The Proposer shall provide a sample of their training materials and system documentation.
- (i) The Proposer shall provide a copy of their Standard Service Level Agreement and/or End User License Agreement.

7. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.

8. **References:**

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

9. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

10. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing

assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.

11. **Exhibit B – Insurance Requirements:** Read through the entire document and provide answers on provided forms.
12. **Exhibit C – EBMUD IT Services Agreement:** This is for early reference (not to be filled at this time). The District will be using this template for awarding the contract to the selected Proposer. Please note language regarding indemnification, warranties, and liabilities.
13. **Exhibit D – Information Technology Security Information To Be Excluded From Public Records Act Requests:** Read through and implement appropriately, as-needed.
14. **Attachment A – Functional Requirements:** Read through the entire document and, at minimum, provide response using the provided response form.
15. **Attachment A1 – Functional Requirements response form:**
 - (a) Complete the response form in the excel version of the functional requirements. Any deviation from the stated requirements is to be documented and submitted.
 - (b) Proposer may supplement form with separate documents (e.g. images, workflows, lengthy descriptions could be stored separately and referenced in the excel version).
 - (c) Note: the functional requirements in Attachment A1 (excel version) are identical to the Attachment A (pdf version).
16. **Attachment B – Technical Requirements:**
 - (a) Read through the entire document. Any deviation from the stated requirements is to be documented, prepare response in a separate document.
 - (b) Proposer may submit other documents for further explaining how their solution meets the technical requirements.
17. **Attachment C – Preliminary Security Information Gathering (PSIG):** Read through the entire document and prepare response in a separate document.
18. **Attachment D – Pricing Worksheet:** Follow instructions within the attachment. To be completed in its entirety. Include expectations regarding District staff FTE involvement.
19. **Additional Information (optional):** Proposer can provide up to two (2) pages of additional information that they consider valuable to their RFP response.



REFERENCES

RFP For Backflow Prevention System Replacement Software, RFP No. ISD-24-01

Proposer Name: _____

Proposer must provide a minimum of three references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For Backflow Prevention System Replacement Software, RFP No. ISD-24-01

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be downloaded from the District website at the following link:

<https://www.ebmud.com/business-center/contract-equity-program>

If you have questions regarding the Contract Equity Program, please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the

DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

I. Workers' Compensation and Employer's Liability Insurance Coverage

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

INSURANCE VERIFICATION DOCUMENTS

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- | | |
|------------------------------------|--|
| Bodily Injury and Property Damage | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure

to provide the waiver of subrogation from its insurance carrier(s).

- K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Business Auto Liability Insurance Coverage

CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Professional Liability (also known as Errors and Omissions) Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000
- D. If Coverage is written on a claims-made form, the following shall apply:
 - 1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 - 3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.
- F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

V. Pollution Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:
Each Claim or Occurrence Limit: \$2,000,000;
Aggregate Limit: \$2,000,000.
- D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.
- E. If Coverage is written on a claims-made form, the following shall apply:
1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
 2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Amount: \$ _____

Policy Limit: Per Claim \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VI. Excess and/or Umbrella Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.
1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
 2. Coverage shall be included for all premises and operations in any way related to this Agreement.
 3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
 7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policy's limits.
 9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

INFORMATION TECHNOLOGY SERVICES AGREEMENT
BETWEEN
THE EAST BAY MUNICIPAL UTILITY DISTRICT
AND
[CONTRACTOR]

This Information Technology Services Agreement (“Agreement”), effective as of [DATE] (the “Effective Date”), is by and between the East Bay Municipal Utility District (“District”), a public entity, and [Contractor Name], a [State of Organization] [Entity Type] (“Contractor”). The District and Contractor may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

1. The District requires [briefly describe services], defined as the “Services” below.
2. Contractor has submitted a proposal to provide the Services and Contractor represents that it has the experience, licenses, qualifications, staff and expertise to provide the Services in a professional and competent manner.
3. The District’s Board of Directors has authorized this Agreement by Motion Number _____.
4. In consideration of the mutual covenants, terms, and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

It is agreed that the District retains Contractor to provide the Services, and Contractor accepts this engagement based on the requirements described in this Agreement and the following Exhibits, all of which are incorporated into this Agreement by reference:

- Exhibit A Scope of Services
- Exhibit B Payment Terms and Procedures [IF NECESSARY - i.e. describe phased project/payment plans, amounts to be paid upon approved submittals, etc.]
- Exhibit C Insurance Requirements
- Exhibit D Bond Requirements [IF NECESSARY, Performance and Payment.]
- Exhibit E Public Works Forms [IF NECESSARY i.e. completed Declaration of Noncollusion, Eligibility to Work on Public Works Project.]

1. DEFINITIONS

- 1.1. “Authorized Employees” means Contractor’s employees who have a need to know or otherwise access Protected Information to enable Contractor to perform its obligations under this Agreement.

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 1.2. “Authorized Persons” means Authorized Employees and Contractor’s agents and contractors who have a need to know or otherwise access Protected Information to enable Contractor to perform its obligations under this Agreement.
- 1.3. “Change Order” A Change Order is a written instrument used for modifying this Agreement with regards to the scope of Services, Agreement sum, and/or Agreement Time. An approved Change Order is a Change Order signed by the District Project Manager. An executed Change Order is a Change Order signed by both the District Project Manager and Contractor Project Manager.
- 1.4. “Customer Information” means the name, address, phone number, account number and water usage data of any water or wastewater customer of the District.
- 1.5. “Days” shall mean calendar days.
- 1.6. “Delay Event” shall mean any act, occurrence or omission causing a delay in the completion of the Services within the time limits set forth in this Agreement.
 - 1.6.1. “Compensable Delay Event” shall mean a Delay Event that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of Delay Event.
 - 1.6.2. “Concurrent Delay Event” shall mean two or more independent Delay Events where the Delay Events occur at the same time during all or a portion of the delay period being considered, and where each of the Delay Events would have caused delay to Contractor even in the absence of any of the other Delay Events.
 - 1.6.3. “Excusable Delay Event” shall mean a Delay Event directly caused by events beyond the control of both Contractor and the District, including Force Majeure events, which is not concurrent with an Inexcusable Delay Event and which could not have been avoided by Contractor through reasonable mitigation measures.
 - 1.6.4. “Inexcusable Delay Event” shall mean a Delay Event caused by circumstances within the control of Contractor, its subcontractors or suppliers of any tier.
- 1.7. “District Information” means all data to be handled by Contractor pursuant to the Services, including but not limited to Customer Information, Employee Information, Facilities Information and Personal Information.
- 1.8. “Employee Information” means an employee identification number, personnel records and any Personal Information of a District employee.
- 1.9. “Facilities Information” means any data or records that could reveal details of critical

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

District infrastructure or operations, including, but not limited to, reports, maps, drawings, databases, models, GIS information, and plans and schematics containing detailed information about the District's water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater system. Examples include the locations of security systems and security devices, services, pipelines, interceptors, aqueducts, valves, pressure zones, or details about major facilities (i.e., wet weather processing, treatment plants, pumping plants, and storage structures).

- 1.10. "Force Majeure" means any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond a Party's reasonable control Any acts of domestic or foreign hacking or cyberwarfare are specifically excluded from this definition of Force Majeure and do not excuse Contractor from performance.
- 1.11. "Highly-Sensitive Personal Information" means an individual's:
 - 1.11.1. Government-issued identification numbers (including Social Security number, partial Social Security number, driver's license number, or state-issued identification number);
 - 1.11.2. Financial account numbers, credit card numbers, debit card numbers, or credit report information, with or without any required security codes, access codes, personal identification numbers, or passwords that would permit access to an individual's financial accounts; or
 - 1.11.3. Biometric, genetic, health, medical, or medical insurance data.
- 1.12. "Personal Information" means information provided to Contractor by or at the direction of the District, information which is created or obtained by Contractor on behalf of the District, or information to which access was provided to Contractor by or at the direction of the District, in the course of Contractor's performance under this Agreement, that is:
 - 1.12.1. Information that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);
 - 1.12.2. Information that can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit or debit card numbers, credit report information, medical insurance data, answers to security questions, and other personal identifiers); and

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 1.12.3. All Highly-Sensitive Personal Information.
- 1.13. “Protected Information” means the following:
 - 1.13.1. Customer Information.
 - 1.13.2. Employee Information.
 - 1.13.3. Facilities Information.
 - 1.13.4. Personal Information.
 - 1.13.5. *[Modify this definition as necessary, adding and deleting relevant categories of information to be protected]*.
- 1.14. “Security Breach” means any act or omission that gives rise to the reasonable belief of a compromise to the security, confidentiality, or integrity of Protected Information or the physical, technical, administrative, or organizational safeguards put in place by Contractor or any Authorized Persons, or by the District should Contractor have access to the District’s systems in the performance of the Services, that relate to the protection of the security, confidentiality, or integrity of Protected Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Protected Information.
- 1.15. “Services” means those services described in Paragraph 2 and on Exhibit A to this Agreement.

2. SERVICES TO BE PROVIDED

- 2.1. Contractor agrees to furnish the Services as described in Exhibit A, Scope of Services, attached to and incorporated in this Agreement.
- 2.2. The Services shall be completed and submitted in accordance with the standards specified and the schedule listed in Exhibit A. The completion dates specified may be modified by mutual agreement between the District and Contractor, provided that the District’s Project Manager notifies Contractor of modified completion dates by letter. Contractor agrees to diligently perform the Services. In the performance of this Agreement, time is of the essence.
- 2.3. To the extent any Service performance standards or requirements as described in this Agreement conflict with any performance standards or requirements included in any license or terms and conditions document provided by Contractor or Contractor’s, partners, contractors or agents to the District in support of the Services, whether included as an exhibit to this Agreement or not, the requirements as stated in this Agreement shall govern.

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 2.4. It is understood and agreed that Contractor has the professional skills necessary to perform the Services and that the District relies upon the professional skills of Contractor to perform the Services in a skillful and professional manner. Contractor represents that it has all the necessary licenses to perform the Services and shall maintain them during the term of this Agreement. Contractor agrees that the Services shall follow practices usual and customary to the [*state type - for example "software engineering"*] profession. Acceptance by the District of the Services does not operate as a release of Contractor from such professional responsibility for the work performed.
- 2.5. Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any District Information or, trade secret, confidential information or knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any District Information, data, information, technology, or material developed or obtained by Contractor during the term of this Agreement. The covenants contained in this Paragraph shall survive the termination of this Agreement for whatever cause.
- 2.6. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Contractor or its subconsultants in connection with the Services shall be delivered to and shall become the exclusive property of the District. The District is licensed to utilize these documents for the District applications on other projects or extensions of this project, at its own risk. Contractor and its subconsultants may retain and use copies of such documents, with written approval of the District.
- 2.7. Contractor is an independent contractor and not an employee of the District. Contractor expressly warrants that it will not represent that it is an employee or servant of the District.
- 2.8. Contractor is retained to provide the Services only and all payments made are compensation solely for provision of the Services and recommendations it may make in performing the Services.
- 2.9. It is further understood and agreed by the Parties that Contractor, in the performance of its obligations under this Agreement, is subject to the control or direction of the District as to the designation of tasks to be performed and the results to be accomplished, and not the means, methods, or sequence used by Contractor for accomplishing the results, unless otherwise specified in Exhibit A.
- 2.10. If any third persons are employed by Contractor in the performance of this agreement, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours,

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law shall be determined by Contractor, and the District shall have no right or authority over such persons or their terms of employment.

- 2.11. It is further understood and agreed that as an independent contractor, neither Contractor nor Contractor's assigned personnel shall have any entitlement as a District employee, right to act on behalf of the District in any capacity whatsoever as an agent, nor to bind the District to any obligation whatsoever. Contractor shall not be covered by the District's worker's compensation insurance; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlements, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by the District to employees of the District.

3. TERM OF AGREEMENT

- 3.1. Unless earlier terminated pursuant to Paragraph 8, this Agreement shall commence on the Effective Date and shall continue in effect until [number in words (number) year[s]/months] from such date (the "[Initial] Term").
- 3.2. *[Use if the Board has authorized option periods.]* Following expiration of the Initial Term, the District may renew this Agreement for additional successive terms of [number] year[s] by providing Contractor with written notice for up to [number] additional successive terms (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

4. COMPENSATION

- 4.1. For the Services described in Paragraph 2, the District agrees to pay Contractor in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. Total compensation under the Agreement shall not exceed a Maximum Agreement Ceiling of \$(dollars).
- 4.2. *[Use this paragraph only if the service involves installation of physical infrastructure, such as installing computer racks (rare).]* Contractor acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Contractor certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 4.3. In case of changes affecting the scope of Services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Contractor shall promptly notify the District of the identified changes and advise the District of the

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

recommended solution. Work shall not be performed on such changes without prior written authorization of the District.

5. NOTICE TO PROCEED

- 5.1. This Agreement shall become effective upon execution of the second signature. Contractor shall commence work upon receipt of the District's Notice to Proceed, which shall be in the form of a letter signed by the District's Project Manager, as specified in Paragraph 11.1 herein. The District's Notice to Proceed will authorize the Services described in Exhibit A with ceiling prices described in Paragraph 4. No work shall commence until the Notice to Proceed is issued.
- 5.2. *[Include this paragraph only if your scope of services includes Optional Services.]* The District may at its option issue a Notice to Proceed for some or all of the Optional Services described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

6. SECURITY OF PROTECTED INFORMATION

- 6.1. Standard of Care.
 - 6.1.1. Contractor acknowledges and agrees that, in the course of providing the Services, Contractor may create, receive, or have access to Protected Information. Contractor shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of Protected Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Protected Information under its control or in its possession by all Authorized Persons. Protected Information is deemed to be the property of the District and is not the property of Contractor.
 - 6.1.2. In recognition of the foregoing, Contractor agrees and covenants that it shall:
 - 6.1.2.1. Keep and maintain all Protected Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - 6.1.2.2. Not create, collect, receive, access, or use Protected Information in violation of law, including state, federal, and international law;
 - 6.1.2.3. Use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is provided by the District to Contractor pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for Contractor's own purposes or for the benefit of

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

anyone other than the District; and

6.1.2.4. Not, directly or indirectly, disclose Protected Information to any person other than Authorized Persons.

6.2. Information Security.

- 6.2.1. Contractor represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Protected Information does and will comply with all applicable federal, state and international privacy and data protection laws, as well as all other applicable regulations and directives. Contractor will remain aware at all times of changes to all applicable federal, state and international privacy and data protection laws and promptly implement all procedures and practices as may be necessary to remain in compliance with the laws, in each case, at Contractor's sole cost and expense.
- 6.2.2. Contractor shall implement and maintain a written information security program including appropriate policies, procedures and risk assessments to safeguard data security and privacy that are reviewed by Contractor at least annually.
- 6.2.3. Without limiting Contractor's obligations under Paragraph 6.2.1, Contractor shall implement administrative, physical, and technical safeguards to protect Protected Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry best practices, the International Organization for Standardization's standards: ISO/IEC 27001 – Information Security Management Systems – Requirements and ISO/IEC 27002 – Code of Practice for Information Security Management, the National Institute of Standards and Technology (NIST) Cybersecurity Framework or Center for Internet Security, Critical Security Controls (CSC-20), and shall ensure that all such safeguards, including the manner in which Protected Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 6.2.4. *[Use this paragraph if Contractor will have access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information.]* Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI 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 the PCI DSS, in each case, at Contractor's sole cost and expense.

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 6.2.5. At a minimum, Contractor’s safeguards for the protection of Protected Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing, both physically and technologically, business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any media; (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Protected Information from information of Contractor or its other customers so that Protected Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Contractor’s sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Contractor’s employees.
- 6.2.6. During the term of each Authorized Person’s employment or retention through subcontract by Contractor, Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor’s obligations under this Agreement. Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Protected Information by any of Contractor’s officers, partners, principals, employees, agents, or contractors.
- 6.2.7. Within 15 days of making any material changes to Contractor’s security program or administrative, physical, or technical safeguards to protect Protected Information from unauthorized access, disclosure, or use under Paragraphs 6.2.2 and 6.2.3 of this Agreement, Contractor shall notify the District of the change in writing.
- 6.2.8. Upon the District’s written request, Contractor shall provide the District with a network diagram that outlines Contractor’s information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Agreement, including, without limitation: (i) connectivity to the District and all third parties who may access Contractor’s network to the extent the network contains Protected Information; (ii) all network connections, including remote access services and wireless

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.

6.3. Security Breach Procedures.

6.3.1. Contractor shall:

6.3.1.1. Upon execution of this agreement, provide the District with the name and contact information for an employee of Contractor who shall serve as the District's primary security contact and shall be available to assist the District twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

6.3.1.2. Notify the District of a suspected Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it; and

6.3.1.3. Notify the District of any suspected Security Breaches by reporting via email to itsecurity@ebmud.com. Once a suspected Security Breach has been confirmed, written notice should be provided to the District within twenty-four (24) hours of confirmation that a breach occurred.

6.3.2. Immediately following Contractor's notification to the District of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with the District in the District's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the District with physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees, agents and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the District.

6.3.3. Contractor shall, at its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable data security and privacy rights, laws, regulations, and standards. Contractor shall reimburse the District for all actual costs incurred by the District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 6.3.4. Contractor agrees that it shall not inform any third party of any Security Breach involving Protected Information without first obtaining the District's prior written consent, other than to inform a complaining District customer that the matter has been forwarded to the District. Further, Contractor agrees that the District shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the District's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- 6.3.5. Contractor agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- 6.3.6. Contractor agrees to reasonably cooperate with the District in any litigation, investigation, or other action deemed necessary by the District to protect its rights relating to the use, disclosure, protection, and maintenance of the Protected Information.

6.4. Oversight of Security Compliance.

Upon the District's written request, to confirm Contractor's compliance with this Agreement, as well as any applicable laws, regulations, and industry standards, Contractor grants the District or a third party working on behalf of the District permission to perform an assessment, audit, examination, or review of all controls in Contractor's physical and/or technical environment in relation to all Protected Information being handled by Contractor pursuant to this Agreement. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Protected Information for the District pursuant to this Agreement. In addition, upon the District's written request, Contractor shall provide the District with the results of any audit by or on behalf of Contractor performed that assesses the effectiveness of Contractor's information security program as relevant to the security and confidentiality of Protected Information shared under this Agreement.

6.5. Return or Destruction of Protected Information.

At any time during the term of this Agreement at the District's written request or upon the termination or expiration of this Agreement for any reason, at the District's direction Contractor shall, and shall instruct all Authorized Persons to, promptly return to the District all copies, whether in written, electronic, or other form or media, of Protected Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the District that such Protected Information has been returned to the District or

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

disposed of securely. Contractor shall comply with all directions provided by the District with respect to the return or disposal of Protected Information.

- 6.6. Contractor acknowledges that any breach of its covenants or obligations set forth in Paragraph 6 may cause the District irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the District is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the District may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

7. BREACH OF AGREEMENT

- 7.1. The following shall be considered a material breach of this Agreement:
- 7.1.1. Contractor's failure to comply with any of the security requirements of Paragraph 6.
 - 7.1.2. The failure of the Services to comply with the technical specifications of Exhibit A.
 - 7.1.3. Contractor's failure to implement the Services in accordance with the schedule provided in Exhibit A.
 - 7.1.4. Contractor's failure to comply with any warranty provision of Paragraph 14.
 - 7.1.5. Contractor's failure to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Services in accordance with this Agreement.
 - 7.1.6. Contractor's failure to provide the District with a written plan to cure a District identified default as specified in Paragraph 7.2, or the District's reasonable refusal to accept Contractor's plan for curing its breach; or Contractor does not fully carry out an accepted plan to cure.
 - 7.1.7. Contractor's abandonment of the Services. Abandonment is conclusively presumed when the District requests a written plan to cure a breach and Contractor does not submit the plan within five (5) business days of the District's request.
 - 7.1.8. Contractor's insolvency or filing for relief under the bankruptcy laws of the United States.
 - 7.1.9. Contractor's general assignment of this Agreement for the benefit of its

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

creditors or failure to pay its debts as the same become due.

- 7.1.10. Appointment of a receiver to take charge of Contractor's property.
 - 7.1.11. Contractor's disregard of legal requirements of agencies having jurisdiction over the Services, Contractor, or the District.
 - 7.1.12. Contractor's breach of any other material obligation under this Agreement.
- 7.2. If the nature of any of the breaches identified in Paragraphs 7.1.1 through 7.1.12 is such that the breach may be cured, the breach shall not be considered a material breach if, after written notice from the District, the District is presented with a satisfactory plan to cure the breach within five (5) days and the breach is cured within thirty (30) days, except that any failures related to Contractor's information security obligations under Paragraph 6 shall be cured within five (5) days.
- 7.3. Upon any material breach of this Agreement, the District shall have the following remedies, at its option:
- 7.3.1. The District may terminate the Agreement immediately in writing for cause under Paragraph 8.1.
 - 7.3.2. The District may provide notice in writing to Contractor of its intent to terminate this Agreement for cause, with the notice providing an effective termination date. The time between the date of the notice and the effective date of termination shall be the "Notice Period."
 - 7.3.3. During any Notice Period:
 - 7.3.3.1. Contractor shall continue to retain the District Information, or solely such specific databases or other collections or articles of District Information as the District may allow;
 - 7.3.3.2. Contractor shall continue to provide the Services as though this Agreement was still in force;
 - 7.3.3.3. The District shall pay in full all undisputed compensation due Contractor as of the notice date and shall pay monthly compensation to Contractor for retention of the Services, in accordance with the Agreement;
 - 7.3.3.4. Contractor will fully cooperate with the District so as to enable the District to transition the District Information and the Services to a District platform or a platform provided by a third party.
 - 7.3.4. The District shall have the right, through written notice to Contractor, to

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

extend the Notice Period or terminate the Agreement earlier than the Notice Period.

- 7.4. The remedies in this Paragraph 7 shall not be deemed to be exclusive but shall be in addition to all other remedies available in this Agreement or at law or in equity.

8. TERMINATION OF AGREEMENT

8.1. Termination by the District for Cause:

- 8.1.1. District may terminate Contractor's right to proceed under this Agreement, in whole or in part, for cause at any time after the occurrence of any material breach under Paragraph 7.

8.2. Termination by the District for Convenience:

- 8.2.1. The District may, at its option, and for its convenience, terminate this Agreement at any time by giving a minimum 30 day written notice to Contractor specifying the effective date of termination. Upon such termination, Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of Contractor, the District shall pay Contractor as set forth below.

- 8.2.2. Upon receipt of a notice of termination for convenience, Contractor shall, unless the District directs otherwise, do the following:

- 8.2.2.1. Immediately discontinue its performance of the Agreement to the extent specified in the notice.
- 8.2.2.2. Place no further orders or subcontracts for equipment, services or software, except as may be necessary for completion of a portion of the Services that is not discontinued or that is necessary for an orderly cessation of the Services.
- 8.2.2.3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Services, except for any subcontracts for which the District has requested assignment.
- 8.2.2.4. Thereafter, perform only such Services as may be necessary to preserve and protect work done in furtherance of the Services already in progress.

8.3. Effect of Termination:

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 8.3.1. Upon termination, the obligations of the Agreement shall continue as to portions of the Services already performed and, subject to Contractor's obligations under Paragraph 8.2.2, as to bona fide obligations assumed by Contractor prior to the date of termination.
- 8.3.2. Upon termination of this Agreement the District may, at its election and by notice to Contractor, accept the assignment of any or all of Contractor's subcontracts and then complete the Services by any method the District may deem expedient.
- 8.3.3. If requested by the District, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and machinery from the site of the Services within seven days of such request; and, if Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at Contractor's expense.
- 8.3.4. If this Agreement is terminated, Contractor shall be entitled to compensation for services satisfactorily performed up to the effective date of termination; provided however, that the District may condition payment of such compensation upon Contractor's delivery to the District of any and all District Information, documents, photographs, computer software, digital files, and other materials provided to Contractor or prepared by Contractor for the District under this Agreement. Payment by the District for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Agreement and Contractor shall be entitled to no other compensation or damages and expressly waives same.
- 8.3.5. Termination of this Agreement shall not relieve Contractor of any warranty obligations under Paragraph 14.
- 8.3.6. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by this Agreement.
- 8.3.7. If, after termination for other than convenience, it is determined that Contractor was not in material breach of this Agreement, or that the material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Paragraph 8.2.

9. CHANGES

- 9.1. Changes in the Services can only be made by way of an approved Change Order. The District Project Manager shall have authority to approve the Change Order. If the

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

change causes an increase or decrease in the Maximum Cost Ceiling a change in the time for performance under the Agreement, or other substantial modifications to the Services, the District Project Manager shall memorialize these changes as an amendment to the Agreement.

- 9.2. The District reserves the right to make changes in the Services specified in Exhibit A or to omit any item or portion of the Services, as may be deemed by the District Project Manager to be necessary or advisable and to order such extra work as may be determined by the District Project Manager to be required for the proper execution and completion of the Services. Any such changes will be ordered in writing by the District Project Manager. The determination of the District Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- 9.3. If Contractor agrees with the terms and conditions of the approved Change Order, Contractor shall indicate its acceptance by signing the original copy and returning it to the District Project Manager with reasonable promptness and in such sequence as to not delay the Services or activities of the District or of separate contractors, whichever is sooner. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Services included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Services.
- 9.4. If Contractor disagrees with the terms and conditions of the approved Change Order, Contractor shall indicate specific areas of disagreement and return the approved Change Order to the District Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the District Project Manager. However, whether or not Contractor agrees with the terms and conditions of an approved Change Order, Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

10. DELAYS

- 10.1. Contractor shall take reasonable precautions to foresee and prevent Delay Events in execution of the Services.
 - 10.1.1. When Contractor foresees a Delay Event, and upon the occurrence of a Delay Event, Contractor shall immediately notify the District Project Manager of the probability or the actual occurrence of a delay, and its cause. Within 15 days from the identification of a Delay Event, Contractor shall provide the District Project Manager with a detailed written description of the delay, its cause, its impact on the Services and the project schedule, and Contractor's mitigation plans. Failure to provide the notification required above shall operate as a waiver of Contractor's right to any additional time or

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

compensation resulting from the Delay Event for whatever cause.

- 10.1.2. The District Project Manager will investigate the facts and ascertain the extent of the Delay Event, and the District Project Manager's findings regarding the Delay Event shall be final and conclusive, except in the case of gross error on the part of the District Project Manager. An extension of time must be approved by the District Project Manager to be effective.
- 10.1.3. The granting, or acceptance, of extensions of time to complete the Services will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.
- 10.1.4. With respect to all Delay Events (Compensable, Excusable, or Inexcusable), Contractor shall reschedule the Services and revise its operations, to the extent possible, to mitigate the effects of the Delay Event.
- 10.2. For Inexcusable Delay Events, Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the Inexcusable Delay Event.
- 10.3. For Excusable Delay Events, the District Project Manager will grant Contractor an extension of the time to perform under the Agreement, but Contractor shall not be entitled to any additional compensation for any loss, costs, damages, expenses or liability resulting directly or indirectly from the Excusable Delay Event.
- 10.4. For Compensable Delay Events, the District Project Manager will grant Contractor an extension of the time to perform under the Agreement and compensation in an amount that represents Contractor's actual direct costs incurred as a direct result of the compensable delay. Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- 10.5. For Concurrent Delay Events, the following rules apply:
 - 10.5.1. If one or more of the Concurrent Delay Events are Excusable or Compensable, the period of concurrent delay will be treated as an Excusable Delay Event.
 - 10.5.2. If all of the Concurrent Delay Events are Inexcusable, the period of concurrent delay will be treated as an Inexcusable Delay Event.

11. PROJECT MANAGERS

- 11.1. The District designates [District Project Manager's name] as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

this Agreement, for matters relating to Contractor's performance under this Agreement, and for liaison and coordination between the District and Contractor. Contractor may be requested to assist in such coordinating activities as necessary as part of the services. In the event the District wishes to make a change in the District's representative, the District will notify Contractor of the change in writing.

- 11.2. Contractor designates [Contractor's Project Manager's name] as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Contractor-designated personnel or subconsultants shall be subject to approval by the District's Project Manager. Contractor hereby commits an average of [1 to 100] percent of [Contractor's Project Manager's name] time on this project for the duration of the project.

12. INSURANCE

- 12.1. Required Coverage. The Contractor shall take out and maintain during the life of the Agreement all insurance required as described in Exhibit C, attached hereto and incorporated herein.
- 12.2. Non-Waiver. This Paragraph 12 is not intended to and shall not be construed in any manner as to waive, restrict, or limit the liability of Contractor for any obligations under this Agreement (including Contractor's obligation to indemnify, defend and hold harmless the District).

13. INDEMNIFICATION

- 13.1. General Indemnification. Contractor expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or pertaining or relating to Contractor's, its associates', employees', subcontractors', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- 13.2. Security Breach Indemnification. Contractor expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or pertaining or relating to Contractor's, its associates', employees', subconsultants', or other agents' failure to comply with any of the Security provisions of Paragraph 6 of this Agreement.

14. WARRANTIES AND REMEDIES

- 14.1. Contractor warrants [*a limited period is optional when providing standalone software rather than ongoing hosting*: for a period of [number in words (number) years]] that

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

the Services:

- 14.1.1. Will conform to and perform in accordance with the requirements of this Agreement, including the Security provisions of Paragraph 6, and any specifications set forth in Exhibit A;
 - 14.1.2. Will be performed in a professional and workmanlike manner in accordance with industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, devoting adequate resources to meet its obligations under this Agreement;
 - 14.1.3. Will be provided free from harmful or malicious code;
 - 14.1.4. Will be provided in compliance with all applicable laws; and
 - 14.1.5. Will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party.
- 14.2. In the event of any Security Breach or if the Services fail to comply with the warranties as stated in Paragraph 14, in addition to any equitable remedies provided in Paragraphs 6 and 7, the District shall be entitled to any resulting direct and indirect damages.
- 14.3. Except for the express warranties provided in this Paragraph 14, each Party hereby disclaims all warranties, whether express, implied, statutory, or otherwise under or in connection with this Agreement or any subject matter hereof.
- 14.4. To the extent the provisions of this Paragraph 14 conflict with any warranties, disclaimers, limitations of liability or exclusions of remedies included in any license or terms and conditions document provided to the District by Contractor or Contractor's, partners, contractor's or agents in support of the Services, the provisions of this Paragraph 14 shall govern.

15. NOTICES

- 15.1. Any notice that the District may desire or is required at any time to give or serve Contractor may be delivered personally, or be sent by United States mail, postage prepaid, addressed to:

[Contractor's firm's name]

[address]

Attention: [contact, usually Contractor's project manager],

or at such other address as shall have been last furnished in writing by Contractor to the District.

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

- 15.2. Any notice which Contractor may desire or is required at any time to give or serve upon the District may be delivered personally at EBMUD, 375 11th Street, Oakland, CA 94607-4240, or be sent by United States mail, postage prepaid, addressed to:

[District position, not a specific name]
P.O. Box 24055, MS [mailstop]
Oakland, CA 94623-1055

or at such other address as shall have been last furnished in writing by the District to Contractor.

- 15.3. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

16. CONTRACT EQUITY PROGRAM COMPLIANCE

- 16.1. Contractor expressly agrees that this Agreement is subject to the District's Contract Equity Program ("CEP"). Contractor is familiar with the District's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. Contractor understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. Contractor further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 16.2. [This paragraph should be used when there are subcontracting/subconsulting opportunities. Consult with CEP office for details.] Designated CEP compliance for the duration of this Agreement is listed in Exhibit A, which is attached hereto and incorporated herein. Contractor shall maintain records of the total amount actually paid to each subconsultant. Any change of Contractor's listed subconsultants shall be subject to approval by the District's Project Manager.

17. NONDISCRIMINATION

- 17.1. There shall be no discrimination in the performance of this Agreement, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. Contractor shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Contractors determined to be in violation of this Paragraph shall be deemed to be in material breach of this Agreement.
- 17.2. **Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals**

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this Agreement. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 17.3. Contractor shall include the two nondiscrimination provisions above in all subcontracts.

18. GENERAL PROVISIONS

- 18.1. Contractor affirms that it does not have any financial interest or conflict of interest that would prevent Contractor from providing unbiased, impartial service to the District under this Agreement.
- 18.2. This Agreement represents the entire understanding of the District and Contractor as to those matters contained within it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered under this Agreement. This Agreement may only be modified by amendment in writing signed by each party.
- 18.3. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- 18.4. This Agreement is to be binding on the successors and assigns of the Parties. The services to be provided under this Agreement are deemed unique and Contractor shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of the District.
- 18.5. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the Parties.
- 18.6. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
- 18.7. Multiple copies of this Agreement may be executed by the Parties and the Parties

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

agree that the Agreement on file at the District is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

- 18.8. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 18.9. Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.
- 18.10. The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 18.11. The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- 18.12. The provisions of Paragraphs 2.5, 13 and 14 shall survive any termination of this Agreement.

EXHIBIT C – EBMUD IT SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date _____
(Name),
(Insert title - Director of Engineering and Construction or Manager of Support Services)

Approved As To Form

By: _____
for the Office of the General Counsel

(CONSULTING FIRM'S NAME, ALL CAPS & BOLD)

By: _____ Date _____
(Name),
(Title)



EXHIBIT D INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit D for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit D may be released in response to a CA PRA request.

If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT D to the title and/or filename.

ATTACHMENT A

EAST BAY MUNICIPAL UTILITY DISTRICT
Backflow Prevention System Replacement Software, RFP No. ISD-24-01

Functional Requirements

Contents

0	Definitions	1
1	General & System-Wide	1
2	Program.....	3
3	Survey & Inspection	3
4	Backflow Device	6
5	Device Test & Test Result.....	7
6	Communications & Notices	9
7	Tester Company, Approved Tester, & Certified Test Kits	11
8	Fees	12
9	Queries, Reports, and Dashboards	13
10	Data Migration.....	14
11	Interfaces.....	14
12	Appendices	16

0 Definitions

District	East Bay Municipal Utility District (EBMUD)
Contractor	Person or company that specializes in bringing together software subsystems into a functioning whole, integrating existing or new business processes and warrants configuration and services to meet defined requirements.
System	The software solution including licenses and configurations which meets all defined requirements or an agreed upon subset of requirements.
BPS	Backflow Prevention System, the requirements for which are specified in this document; also referred to as 'System'.
User	Includes both District User Roles (e.g., Supervisor, Senior Inspector, Inspector, System Administrator, and District Contractor) and Non-District User Roles (e.g., External Tester, Tester Company Admin).

1 General & System-Wide

- 1.1 The System shall be compliant with all applicable federal and State of California regulations, such as requirements from the California State Water Resources Control Board's Division of Drinking Water.
 - 1.1.1 The System shall be updated/modified as needed to meet changing regulations.
- 1.2 The System shall have processes to register and onboard new users, manage existing users, and deactivate/offboard users.
- 1.3 The System will have role-based user access, and at minimum include the following roles:
 - 1.3.1 Supervisor
 - 1.3.2 Senior Inspector
 - 1.3.3 Inspector
 - 1.3.4 System Administrator
 - 1.3.5 District Contractor
 - 1.3.6 External Tester
 - 1.3.7 Tester Company Admin

- 1.4 The System shall be accessible by web browser.
- 1.5 The System shall have offline capabilities (not actively connected to the internet).
- 1.6 The System shall integrate a mobile device's native hardware (i.e., GPS, Camera).
- 1.7 The System shall allow configurable data entry input forms for, at minimum, the following record types: Survey, Backflow Device, and Test Result.
- 1.8 The System shall allow users date scheduling functionality for, at minimum, the following record types: Survey, Device Test, and Notices.
 - 1.8.1 The System shall be able to automatically schedule next event date on defined recurrence period (e.g., every month, same month next year, every 3rd Thursday of the month).
 - 1.8.2 The System shall be able to calculate the next event date based on elapsed time or previous event date.
 - 1.8.3 The System shall allow users to manually reschedule System-scheduled events.
 - 1.8.4 The System shall allow users to schedule ad hoc events.
 - 1.8.5 The System shall accommodate configurable 'blackout dates' (e.g., District holidays) where certain items cannot be scheduled, or certain business functions are unavailable.
- 1.9 The System shall be able to visualize record types spatially (e.g., Google Maps or other GIS interface).
- 1.10 The System shall have ability to transmit or attach files (e.g. photos, videos, PDFs) associated with any data record or entry.
 - 1.10.1 The System shall accommodate 10 file attachments to be associated with an individual record.
 - 1.10.2 The System shall accommodate file attachment sizes typical for a 5-minute video.
 - 1.10.3 The System shall accommodate hyperlinks as an attachment, where upon clicking the hyperlink launches the corresponding application.

2 Program

- 2.1 The System shall accommodate the following Program and Subprogram areas:
 - 2.1.1 External Ownership (District's customer is responsible for device testing)
 - 2.1.1.1 Commercial
 - 2.1.1.2 Residential
 - 2.1.2 Internal Ownership (District is responsible for device testing)
 - 2.1.2.1 Residential
 - 2.1.2.2 Hydrant Meter
 - 2.1.2.3 EBMUD Facility
 - 2.1.3 Recycled Water
- 2.2 The System shall accommodate different record retention policies on record types and associated attachments based by Program area.
- 2.3 The System shall accommodate different business rules for each Program area, as elaborated by requirements detailed in this document.

3 Survey & Inspection

- 3.1 The System shall record and maintain multiple Survey results by location (EBMUD Service Point).
- 3.2 The System shall generate new Survey work orders triggered from District's CIS.
- 3.3 The System shall generate new Survey work orders on a configurable recurring schedule (e.g., annually, every 15 years, etc.).
- 3.4 The System shall allow Users to add ad hoc Survey records on demand.
- 3.5 The System shall allow certain users to assign other users or groups of users Survey work orders.
- 3.6 The System shall be able to record one or more hazard codes (SBPR codes) from a configurable defined list.
 - 3.6.1 The System shall allow subsequent, configurable workflow, routing, and notification based on these hazards.
 - 3.6.2 Current list of SBPR Codes include:

CODE	SBPR
00	NO HAZARD, STANDARD SERVICE
01	NO HAZARD, FIRE SERVICE
02	AUTOMOTIVE PLANTS
04	BEVERAGE BOTTLING PLANTS
05	BREWERIES
06	CAR WASH, NO RECYCLING
07	HEATING & COOLING SYSTEM
08	CHEMICAL PLANTS
09	CHEMICAL TREATED WATER PLANTS
10	COMMERCIAL LAUNDRIES
11	DAIRY PRODUCT PROCESSING
12	INK, DYE WORKS, PAINT MANUFACTURING
13	FILM PROCESSING, X-CONNECTED
15	FOOD PROCESSING
16	MULTI-STORIED BUILDINGS
17	SCHOOLS & COLLEGES
18	MAJOR MEDICAL FACILITIES
19	IRRIGATION SYSTEMS
20	LABORATORIES
21	OTHER MANUFACTURING
22	CHEMICAL/PETROLEUM PROCESSING OR STORAGE
23	PAPER PRODUCTION
24	PLATING PLANTS
25	RADIOACTIVE MATERIALS
26	CLOSED FACILITIES
27	RUBBER PRODUCT PLANTS
28	CEMENT & AGGREGATE
29	MINOR MEDICAL FACILITIES
30	SEWAGE FACILITIES
31	SWIMMING POOLS
32	TRUCKS
33	WATERFRONT PROPERTIES
34	STEAM GENERATORS, NO ADDITIVES
35	SEWAGE PUMPS & EJECTORS
36	CAR WASH WITH RECYCLING
38	SUBMERGED INLETS
41	PRESSURE SYSTEMS

42	MORTUARY, MORGUE, AUTOPSY
43	ADDITIVES
44	CONSTRUCTION TEMP INSTALL
46	AUXILIARY WATER, NOT X-CON
47	AUXILIARY WATER, X-CON
48	CONVALESCENT HOSPITALS
49	IRRIGATION SYSTEM, AUX X-CONN OR ADDITIVES
53	FIRE SYS, AUX X-CONN, ADDITIVES
54	HEAT EXCHANGES
55	INDUSTRIAL WASTE
56	SOLAR HEATING WITH A RECIRCULA OF NON-POTABLE WATER
57	RECLAIMED WASTEWATER USE
58	TANNERY, RENDERING PLANTS
59	COLD STORAGE PLANTS
61	MULTIPLE GROUP I HAZARDS
62	COOLING TOWER
63	BOILER-NO ADDITIVES
67	CHILLER
68	DENTAL EQUIPMENT, CROSS - CONNECTED
69	GARBAGE CAN WASHERS
70	HYDRANT METER USE ONLY
74	DUAL SERVICE
75	MULTI-USE SERVICE
76	RECYCLED WATER USE
77	CARBONATOR W/METAL PIPING
78	CARBONATOR W/PLASTIC TUBING
79	PUMP, RE-CIRCULATING SYSTEM
81	VETERINARY SERVICES
89	RECYCLED WATER USE W/CHEMICAL INJECTION
90	FIRE SYSTEM PRESSURIZED
99	UNKNOWN - SURVEY NEEDED

- 3.7 The System shall be able to categorize survey inspections user defined priorities.
- 3.8 The System shall be able to accommodate different recurring Survey schedules by Program (e.g., survey Recycled Water accounts annually).
- 3.9 The System will be able to capture alternative contact information collected during the Survey.

3.10 The System shall accommodate the Survey workflow depicted in the Appendix.

4 Backflow Device

- 4.1 The System shall allow users to maintain inventory of Backflow Devices and its attributes (e.g., make, model, device type, installation date).
- 4.2 The System shall maintain history of all Backflow Devices by location (EBMUD Service Point).
- 4.3 The System shall allow certain users to assign other users or groups of users that a Backflow Device needs repairs.
- 4.4 The System shall record details of device repairs and trigger corresponding required device test.
- 4.5 The System shall allow certain users or groups of users to replace or install a new Backflow Device.
 - 4.5.1 The System shall present (e.g., link to pdf) backflow device installation requirements (i.e., design standards, device is on University of Southern California's List of Approved Backflow Prevention Assemblies) prior to installation.
 - 4.5.2 The System shall require User's consent (e.g., an acknowledgement checkbox) they understand these requirements, contact District staff when in doubt, or risk the device being rejected by District staff.
 - 4.5.3 The System shall have the ability to require user to upload photo of installed Backflow Device.
 - 4.5.4 The System shall accommodate a workflow requiring District staff review replaced or newly installed Backflow Device.
- 4.6 The System shall designate Backflow Device status as:
 - 4.6.1 Active/In Service (to denote Device Test due current reporting period)
 - 4.6.2 Decommissioned, Not in Service (to denote Device Test not due current period, possibly indefinitely) (typically means device left in place, but either no water service, or hazards have been eliminated)
 - 4.6.3 Removed (to denote Device Test not due indefinitely)
 - 4.6.4 Pending (to denote Device Test not due current reporting period, review

monthly) (typically for new service planned)

- 4.6.5 Exception (to denote Device Test not due current reporting period, review quarterly or longer)
- 4.7 The System shall be able to categorize each Backflow Device as isolation or containment.
- 4.8 The System shall have a compliance workflow to generate letters or notices to customers regarding backflow device issues (e.g., device required, not properly installed/corrections needed).
 - 4.8.1 The System shall allow users to manage follow up due dates for compliance.
- 4.9 The System shall allow users to report data discrepancies to District users between what is in the system and in reality (e.g., external tester sees device serial number typo).
- 4.10 The System shall allow users to add text notes about a backflow device.

5 Device Test & Test Result

- 5.1 The System shall be able to set different recurring Device Test schedules by Program (i.e., External Ownership Device Test annually, Recycled Water Device Test every 4 years).
- 5.2 The System shall record the Approved Tester that conducted the Device Test.
- 5.3 The System shall record and maintain multiple Device Tests by Device.
 - 5.3.1 The System shall accommodate different Device Tests based on Device type:
 - 5.3.1.1 Reduced Pressure
 - 5.3.1.2 Double Check Valve
 - 5.3.1.3 Pressure Vacuum Breaker
 - 5.3.1.4 Air Gap
- 5.4 The System shall record and maintain multiple Test Results by Device Test.
 - 5.4.1 The System shall allow users to enter Test Results as user is conducting Device Test in the field.
 - 5.4.2 The System shall allow user alternative option to enter Test Results while not

in the field.

- 5.5 The System shall validate entry of Test Results in real time and provide feedback to user if not within specified parameters or conditions (i.e., Approved Tester's certification expired, Test Kit calibration not current, entering values outside expected range).
 - 5.5.1 The System shall prevent user to enter Test Results if their certification is expired.
 - 5.5.2 The System shall prevent user to enter Test Results if their Test Kit calibration is expired.
 - 5.5.3 The System shall allow users to submit Test Results even if outside expected range.
 - 5.5.4 The System shall allow users to save their Test Result and allow user to submit later.
 - 5.5.5 The System shall have a workflow that requires Test Results to be reviewed by District staff (e.g., Test Result status: submitted), allow Test Results to be returned to Approved Tester for corrections (e.g., status: returned/rejected), and eventually accepted (e.g., status: Accepted).
- 5.6 The System shall accommodate a configurable fixed month or date for annual Device Test (e.g., if Device Test is due October 15th, the initial reminder notice sent in September (calculated by configurable # days prior to test due date) will be based off the same October 15th test due date regardless of when Device Test is actually completed).
- 5.7 The System shall have controls to assure every testable and reportable backflow device is tested at least once per recurring defined period (i.e., every fiscal year), and tracked accordingly upon generation of report (i.e., State regulatory report).
 - 5.7.1 Example 1: If a Device Test was due in May 2020 (FY20), and its test was completed in July 2020 (FY21), the test is counted towards the FY20 reporting period and not towards FY21.
 - 5.7.2 Example 2: If Test Results were erroneously entered for "Device A" and subsequently corrected and entered for "Device B", the System recognizes test is still due for "Device A".
- 5.8 The System shall include a configurable workflow that restricts Approved Testers to only perform Device Tests authorized by the customer or District staff (e.g., unique

passcode on notice to customer then subsequently provided to Approved Tester).

- 5.9 The System shall have a compliance workflow to generate letters or notices to customers regarding device test related issues (e.g., past due, incomplete, failed).
 - 5.9.1 The System shall allow users to manage follow up due dates for compliance.
 - 5.9.2 If a backflow device fails initial annual test, the System can trigger/flag location for inspection.
- 5.10 The System shall have ability for Users to access, print, and/or email test results they have completed.
- 5.11 The System shall accommodate the two Device Test workflows depicted in Appendix.
- 5.12 The System shall accommodate the Enter Test Result workflow depicted in Appendix.

6 Communications & Notices

- 6.1 The System shall generate Notices to Customers.
 - 6.1.1 Based on configurable report templates that auto-populate on selected records, not limited to the following and as referenced in Appendix:
 - 6.1.1.1 Backflow Prevention Survey, Notice of Requirement
 - 6.1.1.2 Backflow Prevention Survey, Notice of Correction
 - 6.1.1.3 Backflow Device Test, Initial Residential (District-Owned Device)
 - 6.1.1.4 Backflow Device Test, Initial (Customer-Owned Device)
 - 6.1.1.5 Backflow Device Test, Report Form
 - 6.1.1.6 Compliance, 1st Follow Up
 - 6.1.1.7 Compliance, 2nd Follow Up
 - 6.1.1.8 Compliance, 48-Hour Notice
 - 6.1.1.9 Compliance, Tenant Disclosure Letter
 - 6.1.1.10 Recycled Water, Notice of Requirements or Correction Form
 - 6.1.1.11 Recycled Water, Initial Notice
 - 6.1.1.12 Recycled Water, Second Notice
 - 6.1.1.13 Recycled Water, 48-Hour Notice
 - 6.1.1.14 Recycled Water, Inspection Form

- 6.1.1.15 Recycled Water, Cross-Connection Test Form
- 6.1.2 The System shall give user option to either email or print (to be subsequently mailed) Notices.
 - 6.1.2.1 Produced in bulk/batch runs, groups of customer basis
 - 6.1.2.2 On ad hoc, individual customer basis
- 6.1.3 Allow user to generate a new notice based on a previously sent notice, but with minor edits (e.g., update date of new notice, update due date in body, replace contact info).
- 6.2 The System shall track due dates within Notices, and trigger workflow notifications when passed due.
- 6.3 The System will be able to capture alternative contact information not already contained from other District data sources (e.g., CIS).
- 6.4 The System shall be able to populate customer contact information from within the System and other District data sources (e.g., CIS) into Notices.
- 6.5 System will maintain existing contact information that may continue to be used as the primary contact and may be different than what is in CIS.
- 6.6 The System shall be able to include attachments along with Notices (e.g., List of Approved Tester Companies, standard schematic and diagrams, copy of survey report, copy of test results).
- 6.7 The System shall accommodate a “Communication Log” which tracks all notices sent to a customer, and the ability to add and track other ad hoc communications (e.g., phone call, email, in-person, etc.).
- 6.8 The System shall be able to accommodate different workflows for number and type of notices by Program.
- 6.9 The System shall accommodate different workflows on number and type of notices by Program area.
- 6.10 In sending emails, the System shall adhere to SPF, DKIM, and DMARC authentication methods used to verify that senders are legitimately authorized to send email from the District domain.
- 6.11 The System shall accommodate the Compliance workflow depicted in Appendix.

7 Tester Company, Approved Tester, & Certified Test Kits

- 7.1 The System shall maintain and validate list of Tester Companies and Approved Testers, and their attributes (e.g., First and Last Name, Company Name, Contact Information).
- 7.2 The System shall record and track history of each Approved Tester's state certification license number, effective start dates, and expiration end dates.
 - 7.2.1 The System shall designate state certification status as:
 - 7.2.1.1 Submitted (denotes document uploaded)
 - 7.2.1.2 Accepted (denotes District staff have reviewed/verified)
 - 7.2.1.3 Expired
- 7.3 The System shall record and track history of each Approved Tester's orientation attendance dates.
- 7.4 The System shall record and track history of each Approved Tester's written test and make up exam passed dates.
- 7.5 The System shall record, and track history of each Approved Tester's hands-on test passed dates.
- 7.6 The System shall record and track history of each Certified Test Kit's calibration effective start date and expiration date.
 - 7.6.1 The System shall designate Test Kit status as:
 - 7.6.1.1 Submitted (denotes document uploaded)
 - 7.6.1.2 Accepted (denotes District staff have reviewed/verified)
 - 7.6.1.3 Expired
- 7.7 The System shall have ability to track Test Kits dedicated for testing non-potable service lines and prevent these Test Kits from being used on potable service lines.
- 7.8 The System shall send configurable automatic notifications (within System, via email, and printable for postal mail by District staff) when Approved Tester's state certification is about to and has expired.
- 7.9 The System shall send configurable automatic notifications (within System, via email, and printable for postal mail by District staff) when Certified Test Kit calibration is about to and has expired.

- 7.10 The System shall allow a new Tester Company to sign up for System access by submitting Tester Company contact information for District staff review.
- 7.11 The System shall allow Tester Company to manage and maintain their Approved Testers and Certified Test Kits, and their associated data.
 - 7.11.1 The System shall require Tester Company and/or Approved Tester to upload required documents (e.g., PDF of Certified Test Kit Calibration, photo or scan of State Certification License).
- 7.12 The System shall facilitate collection of the new Approved Tester application fee using the District's authorize.net payment gateway.
- 7.13 The System shall require District staff to review criteria in order to control status of Tester Companies and Approved Testers, not limited to:
 - 7.13.1 Has initial non-refundable Approved Tester Application Fee been paid?
 - 7.13.2 Is state license current?
 - 7.13.3 Is state license documentation uploaded?
 - 7.13.4 Has attended orientation?
 - 7.13.5 Has passed written test or make up exam?
 - 7.13.6 Has passed hands-on test?
- 7.14 The System shall accommodate the Tester Company & Approved Tester workflow depicted in Appendix.

8 Fees

- 8.1 The System shall provide relevant transaction data to District's billing system for the following items:
 - 8.1.1 Hourly Survey Fee (applies to change of responsible party)
 - 8.1.1.1 Rounded to nearest half hour, starting with minimum half hour.
 - 8.1.2 Annual Program Fee
 - 8.1.3 Commercial Violation Fee
 - 8.1.4 Initial Approved Tester Application Fee
 - 8.1.5 Be flexible to accommodate future fee changes or new fee types

9 Queries, Reports, and Dashboards

- 9.1 The System shall have the following standard queries configured:
 - 9.1.1 Health Department Counts for California State Water Resources Control Board Annual Report
 - 9.1.2 Outstanding Backflow Surveys
 - 9.1.3 Outstanding 48-hour Notices, by Program
 - 9.1.4 Overdue Tests, by Program
 - 9.1.5 Overdue Tests by Hazard
- 9.2 The System shall generate Reports based on templates.
 - 9.2.1 The Contractor shall configure and customize up to 30 reports, including but not limited to the following:
 - 9.2.1.1 All the Notice templates referenced in Section 7 above.
 - 9.2.1.2 List of Tester Companies and Approved Testers
- 9.3 The System can prompt user to input parameters (e.g., Program area, data range, certain users or groups of users) for standard queries or reports.
- 9.4 The System shall allow users to generate ad-hoc query reports on demand.
 - 9.4.1 The System shall warn user their query may be too broad and request user to re-confirm or ask user to consider refining the query.
- 9.5 The System shall print or export reports in various file formats (e.g., PDF, MS Word, MS Excel, CSV, HTML).
- 9.6 The System shall allow users to assign work to another user or group of users (e.g., Backflow Supervisor assigning surveys to Backflow staff, District Contractor requesting residential meter repair order to Backflow staff).
- 9.7 The System shall trigger both within System and email notifications from workflow triggers (e.g., work newly assigned, item passed due based on number of days).
- 9.8 The System shall be able to schedule reports for automatic delivery to selected users (e.g., the first day of each month to Backflow Supervisor, every Monday at 8:00AM to Approved Testers).
- 9.9 The System shall allow users the ability to query, sort, and filter data, reorganize order

of data columns, and save these data views.

- 9.10 The System shall have dashboards personalized to the user (e.g., upon login display assigned work, unopened notifications, widgets, etc.).
- 9.11 System will have the ability to batch print all test reports, by year, in order of service number, in a single step.
- 9.12 The System shall have dashboards personalized to the user (e.g., upon login display assigned work, unopened notifications, widgets, etc.)

10 Data Migration

- 10.1 The System shall migrate all necessary data from existing Backflow Prevention System into new replacement system. There is currently about 30 years' worth of data stored in an Oracle 19c database.
- 10.2 The System shall migrate all necessary data from existing Recycled Water database into new replacement system. Data is currently stored in a simple three-table Access database.

11 Interfaces

- 11.1 The System shall read-only interface with the District's Customer Information System (CIS) via JSON API, SOAP API, or secure data file transfer.
 - 11.1.1 The System shall associate backflow devices and survey results with CIS data through the service point and shall make this CIS data available for users to view when they view the devices and survey results (related to Requirement 3.1 and 4.2).
 - 11.1.2 The System shall retrieve list of all newly installed service, or list of existing service that transferred ownership (change of responsible party), on or after a specified date to support System's Survey functionality (related to Requirement 3.2).
 - 11.1.3 The System shall be able to populate Notices using data from CIS (e.g., customer's mailing address) (related to Requirement 6.4).
 - 11.1.4 The System shall display necessary customer information throughout the System to support the functionality and activities specified in this document.
 - 11.1.5 The System shall allow District users to be able to query attributes related to

District Customer, Water Meter, or Service from within the System:

11.1.5.1 In order to support a District user conducting surveys while in the field (e.g., inspector stumbles upon a Water Meter and wants to identify associated Service or Customer).

11.1.5.2 In order to facilitate customer service (e.g., customer calls District staff requesting copy of past Test Results, but customer only provides service address).

11.1.5.3 In order to populate ad-hoc queries and reports (related to Requirement Section 9).

11.1.6 Example Data Elements from CIS to BPS

Data Element	Description
Account Number	A unique identifier of the customer's account number.
Billing Premise ID	A unique identifier in the District Billing System representing the premises of where to install the new service.
Business Classification Code (BCC)	A four-digit code (e.g., 8800) that categorizes the business, a simplified numbering system like OSHA's Standard Industrial Classification (SIC) Code.
Business Classification Code Description	The text description of the Business Classification Code (e.g., 8800).
Customer Address(es)	Customer physical addresses (e.g., mailing address may differ from service address).
Customer Name	The name of the account holder (e.g., John Smith, ABC Company).
Customer Phone Number(s)	The 10-digit phone numbers for the customer
Meter Install Date	The date/time the meter was installed.
Meter Number	The meter number of the meter installed.
Meter Size	The diameter size of the meter installed.
Service Address	The physical address where water service is.
Service Number	A unique identifier for service provided.
Service Resident Name	The name of resident at service address (may differ from Customer Name).
Tap Number	A unique identifier denoting the tap lateral into water main and service to premise.
Tap Size	The diameter of the tap that was installed.
Water Meter Location	The physical address of water meter (may differ from service address)
Water Meter Location Comment	Brief text notes elaborating the physical location

	of the water meter (e.g., 3 feet left of telephone pole; near mailbox).
--	---

11.1.6.1 The System shall be able to accommodate additional data elements not included here necessary to fulfill functionality outlined in this document.

11.2 The System shall interface with the District’s Geographic Information System (GIS) database, and display the following layers:

- 11.2.1 Water Mains
- 11.2.2 Water Meters
- 11.2.3 Hydrants
- 11.2.4 Valves
- 11.2.5 Backflow Devices (Note: this data layer does not exist currently)

11.3 The System shall support the District’s Single Sign-On (SSO) authentication methods for Internal District Users and External non-District Users.

- 11.3.1 The System shall provide process to allow new users to sign up for System access (e.g., link re-direct to District SSO webpage).
- 11.3.2 Allow Users to use their existing District login credentials.

11.4 The System shall support use of the District's authorize.net payment gateway.

12 Appendices

12.1 Business Flow Diagrams (As-Is)

These are provided as examples of current business process. Not necessarily indicative the proposed solution must match. We are open to adapting and updating our business processes.

- 12.1.1 Survey Existing Service
- 12.1.2 Survey New Service
- 12.1.3 Device Test for Residential
- 12.1.4 Device Test for Commercial
- 12.1.5 Device Test for EBMUD & Hydrant Meter
- 12.1.6 Cross-Connect Test & Device Test for Recycled Water

12.2 Examples of Customer Notices and Forms

These are provided as examples of current notices and forms. Not necessarily indicative the proposed solution must match. We are open to adapting and updating notices and forms. We recognize there is opportunity to possibly consolidate forms.

- 12.2.1 Backflow Prevention Survey – Notice of Requirement
- 12.2.2 Backflow Prevention Survey – Notice of Correction
- 12.2.3 Backflow Device Test – Initial Residential
- 12.2.4 Backflow Device Test – Initial
- 12.2.5 Compliance – 1st Follow Up
- 12.2.6 Compliance – 2nd Follow Up
- 12.2.7 Compliance – 48-Hour Notice
- 12.2.8 Compliance – Tenant Disclosure Letter
- 12.2.9 Recycled Water, Notice of Requirements or Correction Form
- 12.2.10 Recycled Water, Initial Notice
- 12.2.11 Recycled Water, Second Notice
- 12.2.12 Recycled Water, 48-Hour Notice
- 12.2.13 Recycled Water, Inspection Form
- 12.2.14 Recycled Water, Cross-Connection Test Form

12.3 Examples of Standard Reports

These are provided as examples of current reports. Not necessarily indicative the proposed solution must match. We are open to updating reports. We recognize some of these 'reports' may be replaced by native workflow processes and notifications.

- 12.3.1 Certified Backflow Testers (Approved Testers) List
- 12.3.2 Outstanding Backflow Surveys
- 12.3.3 Outstanding 48-hour Notices
- 12.3.4 Overdue Tests
- 12.3.5 Overdue Test by SBPR Code
- 12.3.6 Health Department Counts (data is used to manually report to the State)

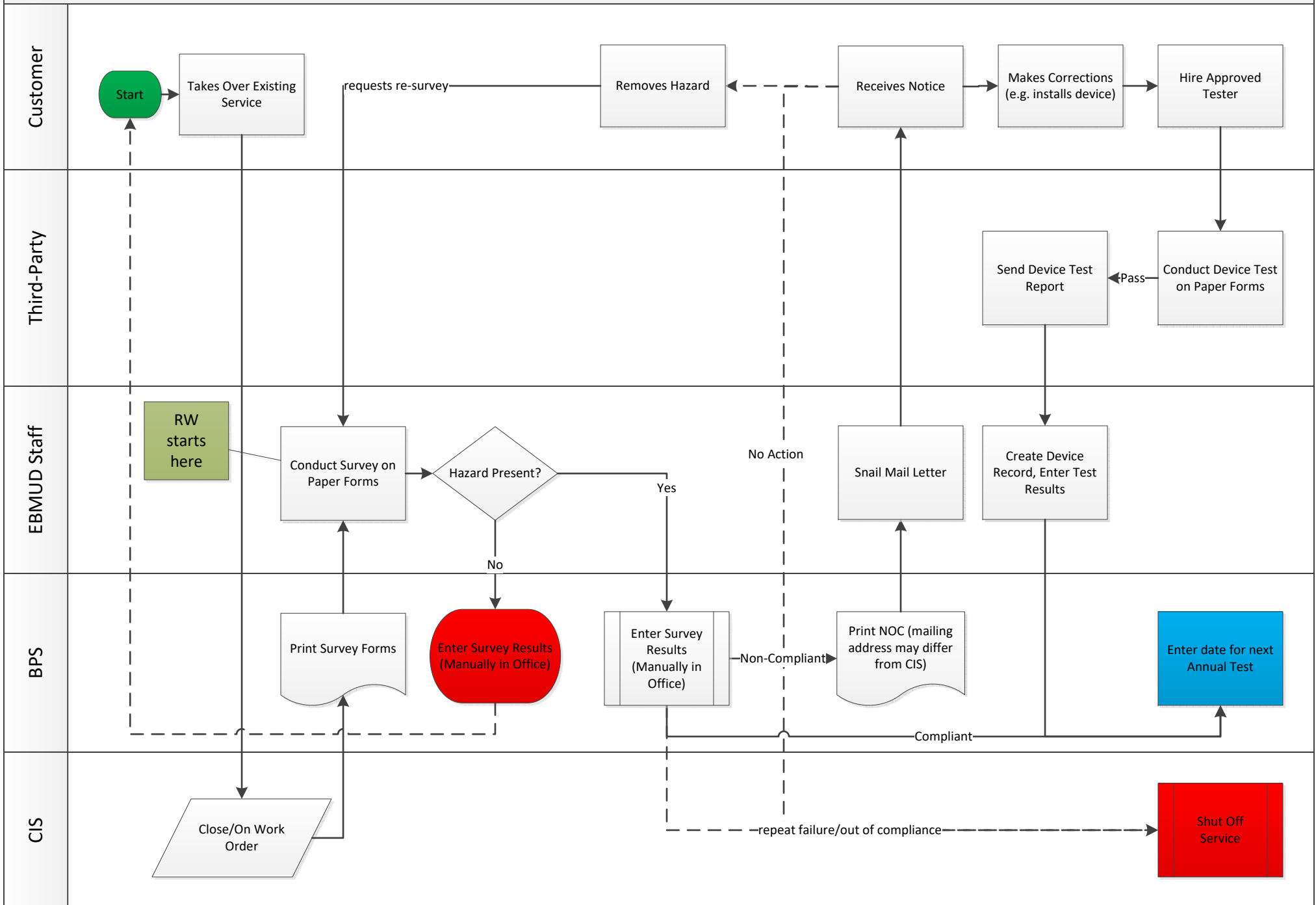
APPENDICES

- 1) Business Flow Diagrams (As-Is)
 - a. Survey Existing Service
 - b. Survey New Service
 - c. Device Test for Residential
 - d. Device Test for Commercial
 - e. Device Test for EBMUD & Hydrant Meter
 - f. Cross-Connect Test & Device Test for Recycled Water



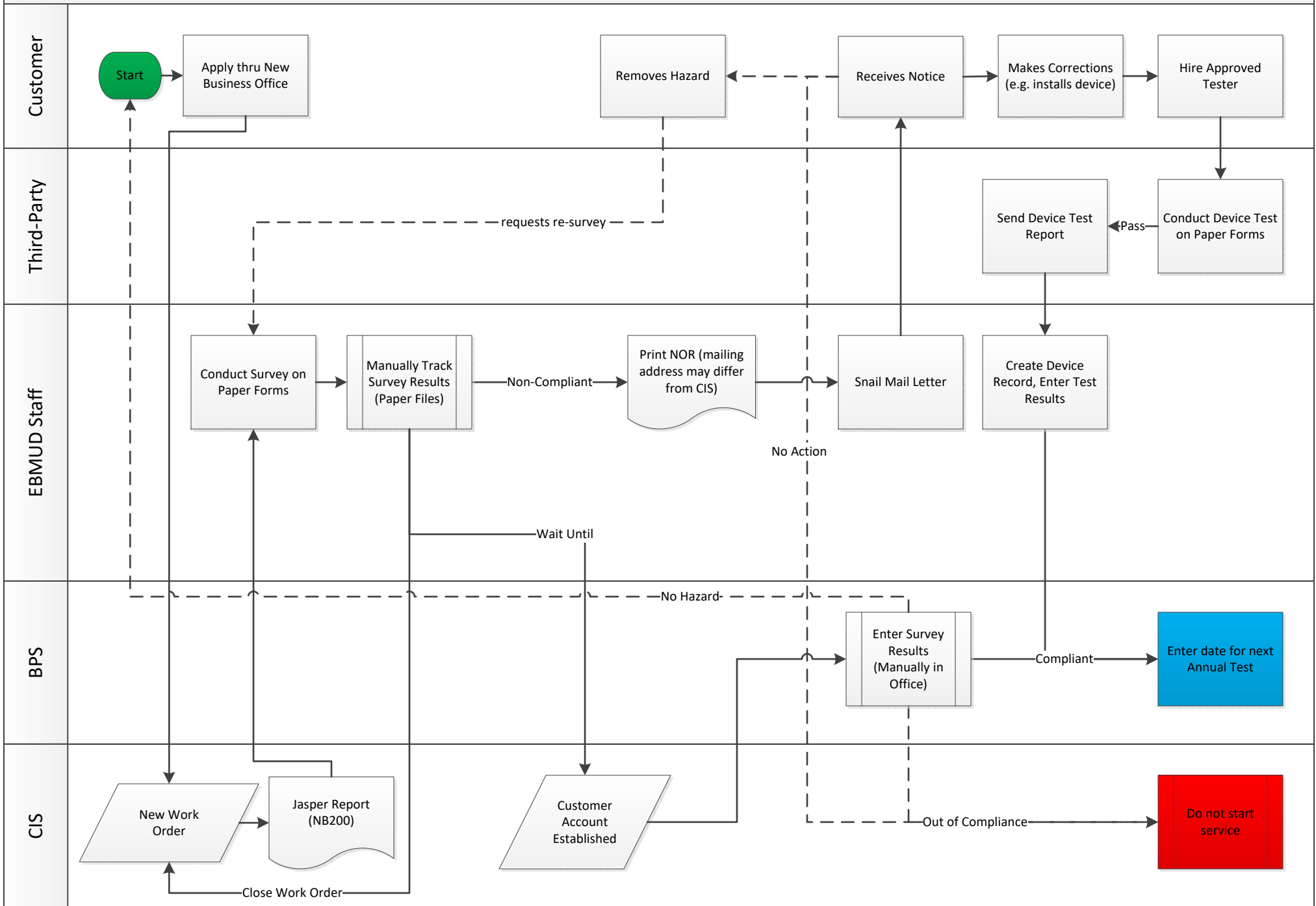
Backflow Prevention System – Business Flow – Survey Existing Service (As-Is)

Survey



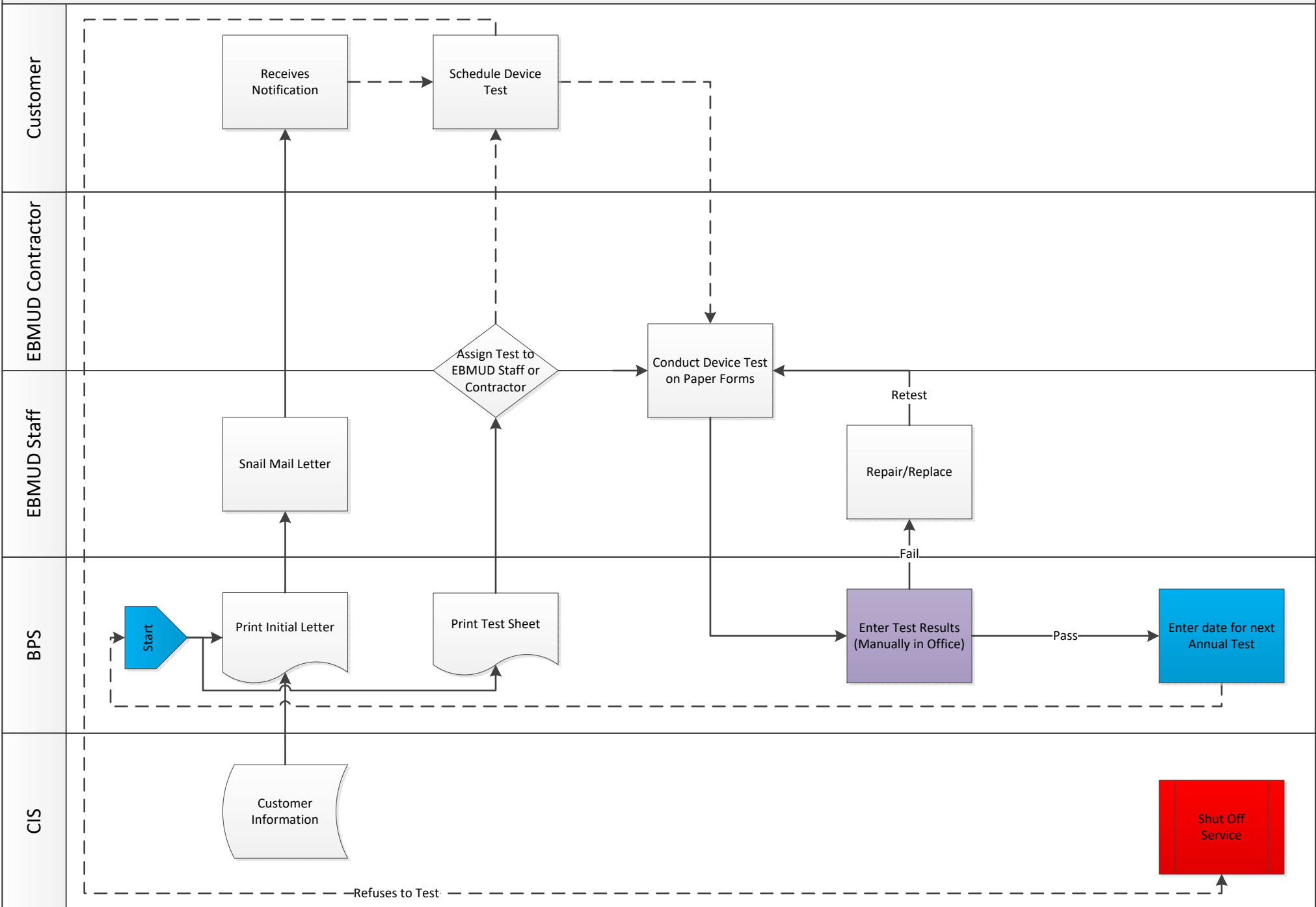
Backflow Prevention System – Business Flow – Survey New Service (As-Is)

Survey



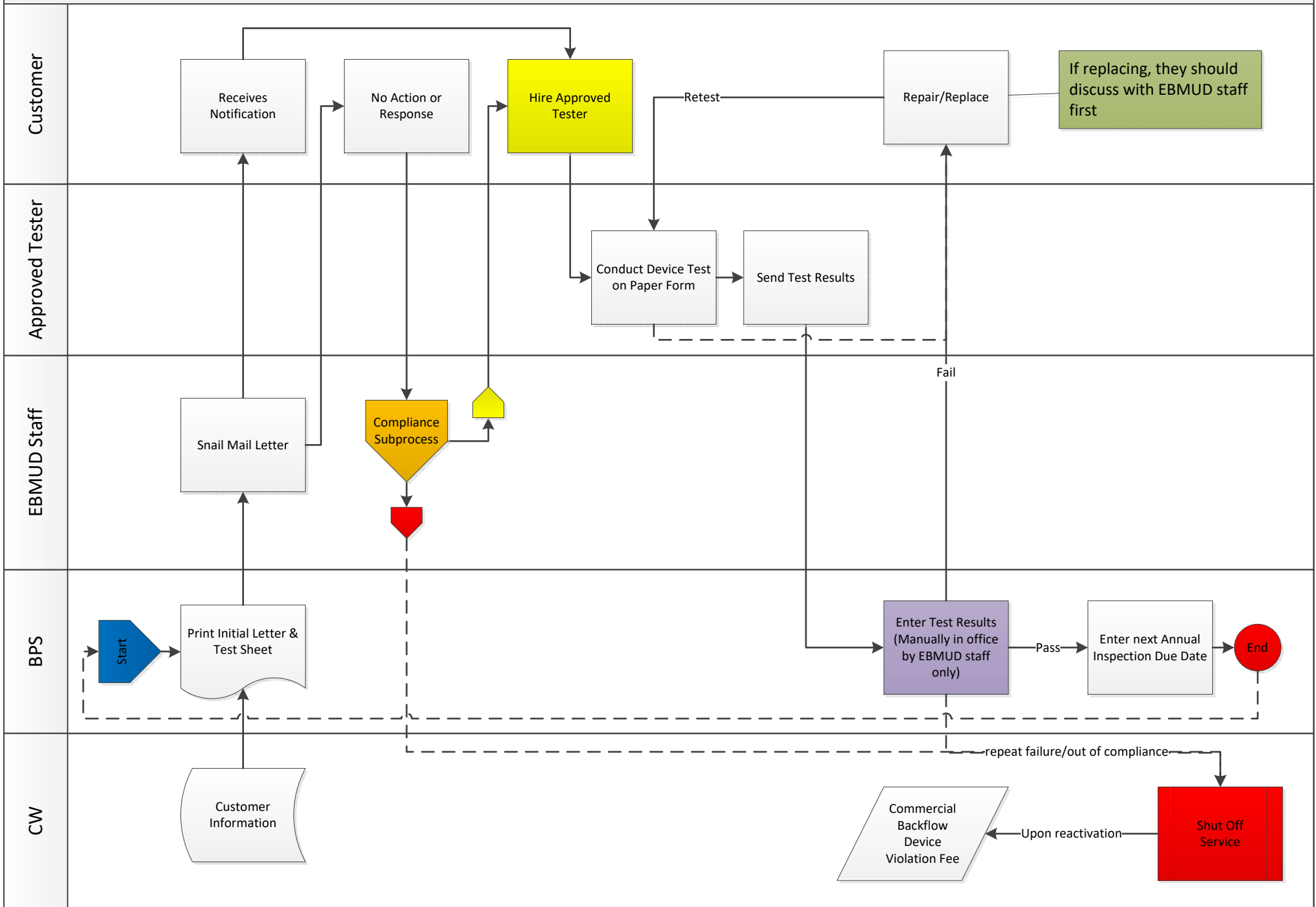
Backflow Prevention System – Business Flow – Device Test for Residential (As-Is)

Test



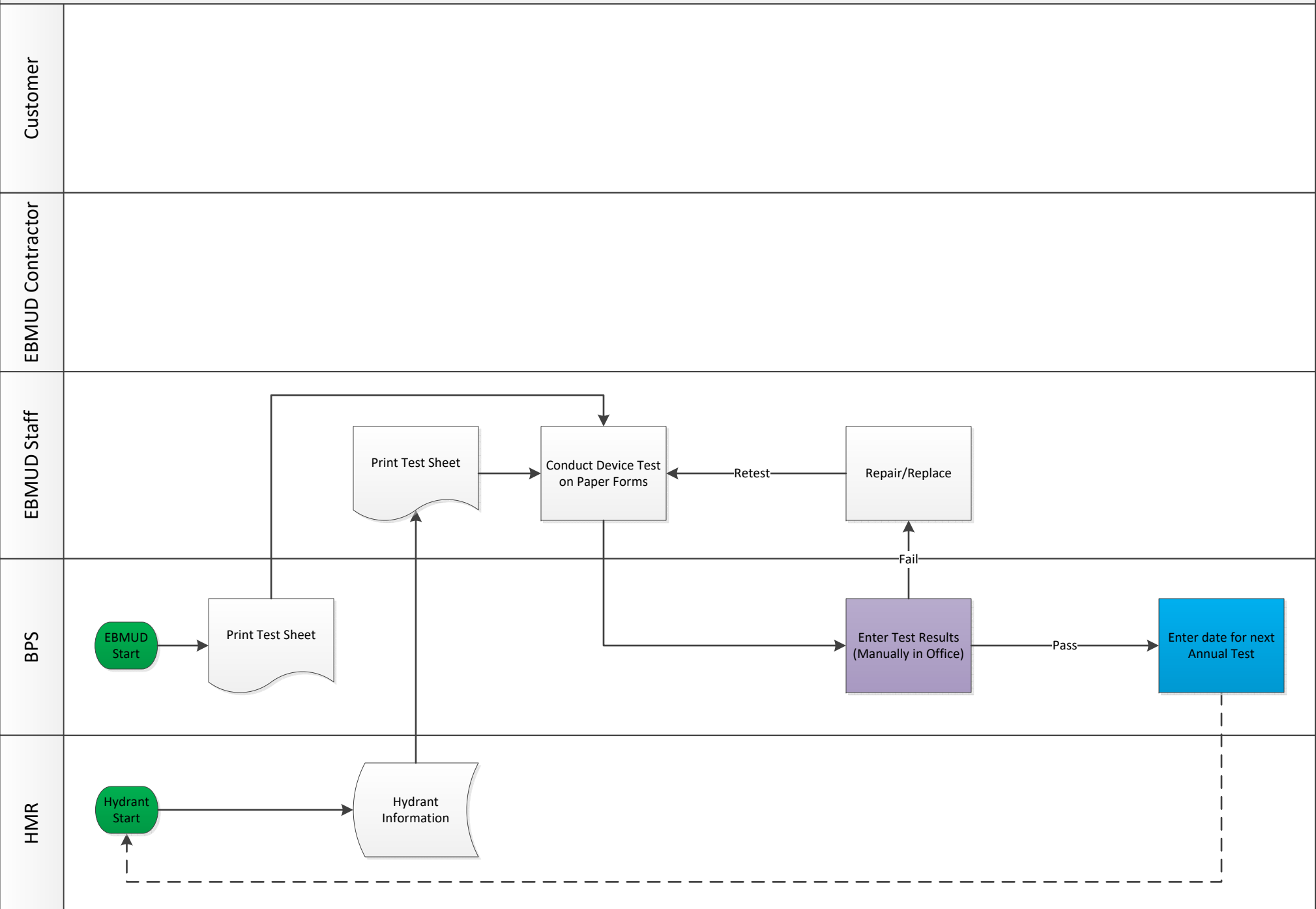
Backflow Prevention System – Business Flow – Device Test for Commercial (As-Is)

Test



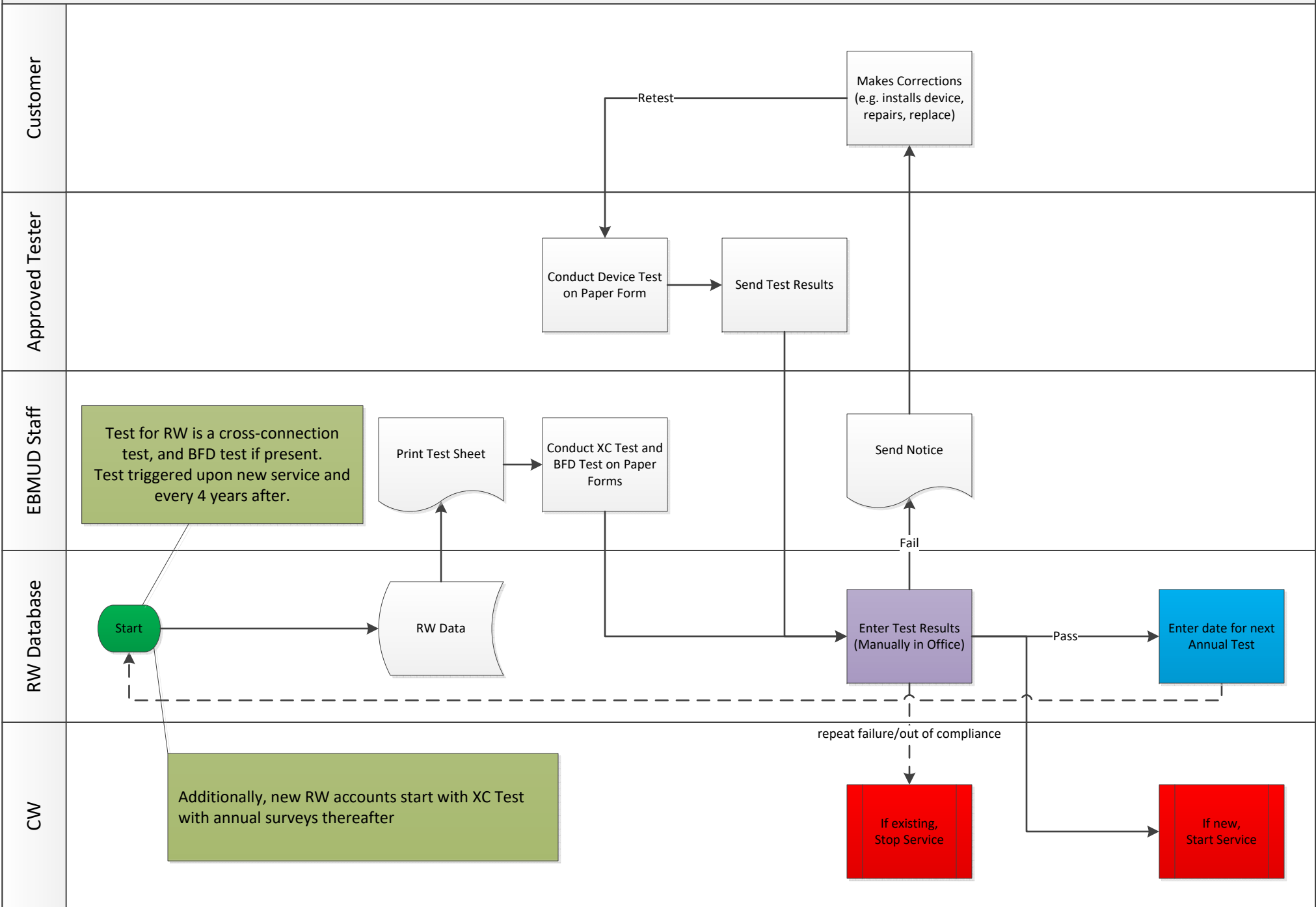
Backflow Prevention System – Business Flow – Device Test for EBMUD & Hydrant Meter (As-Is)

Test



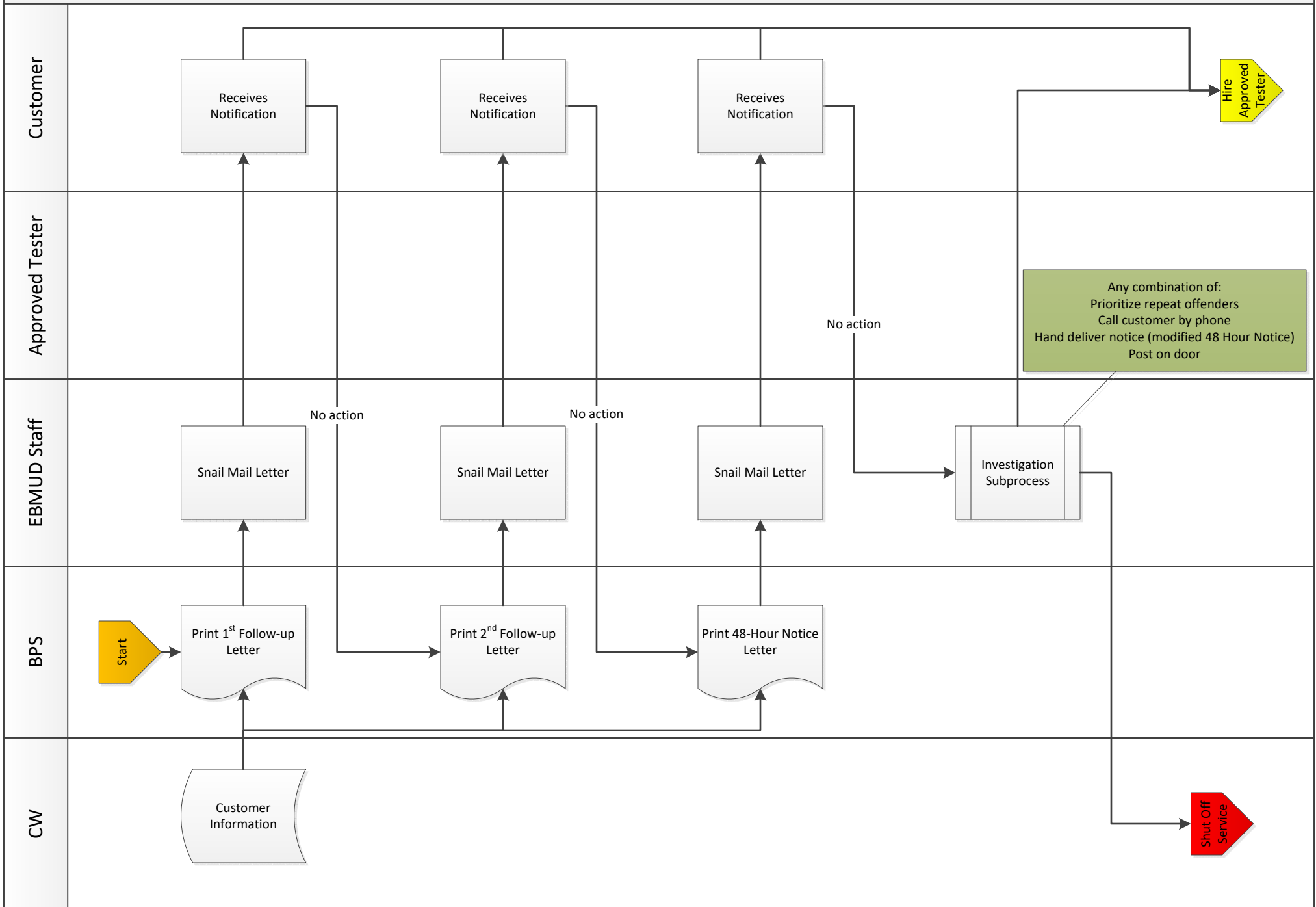
Backflow Prevention System – Business Flow – Cross-Connection Test & Device Test for Recycled Water (As-Is)

Test



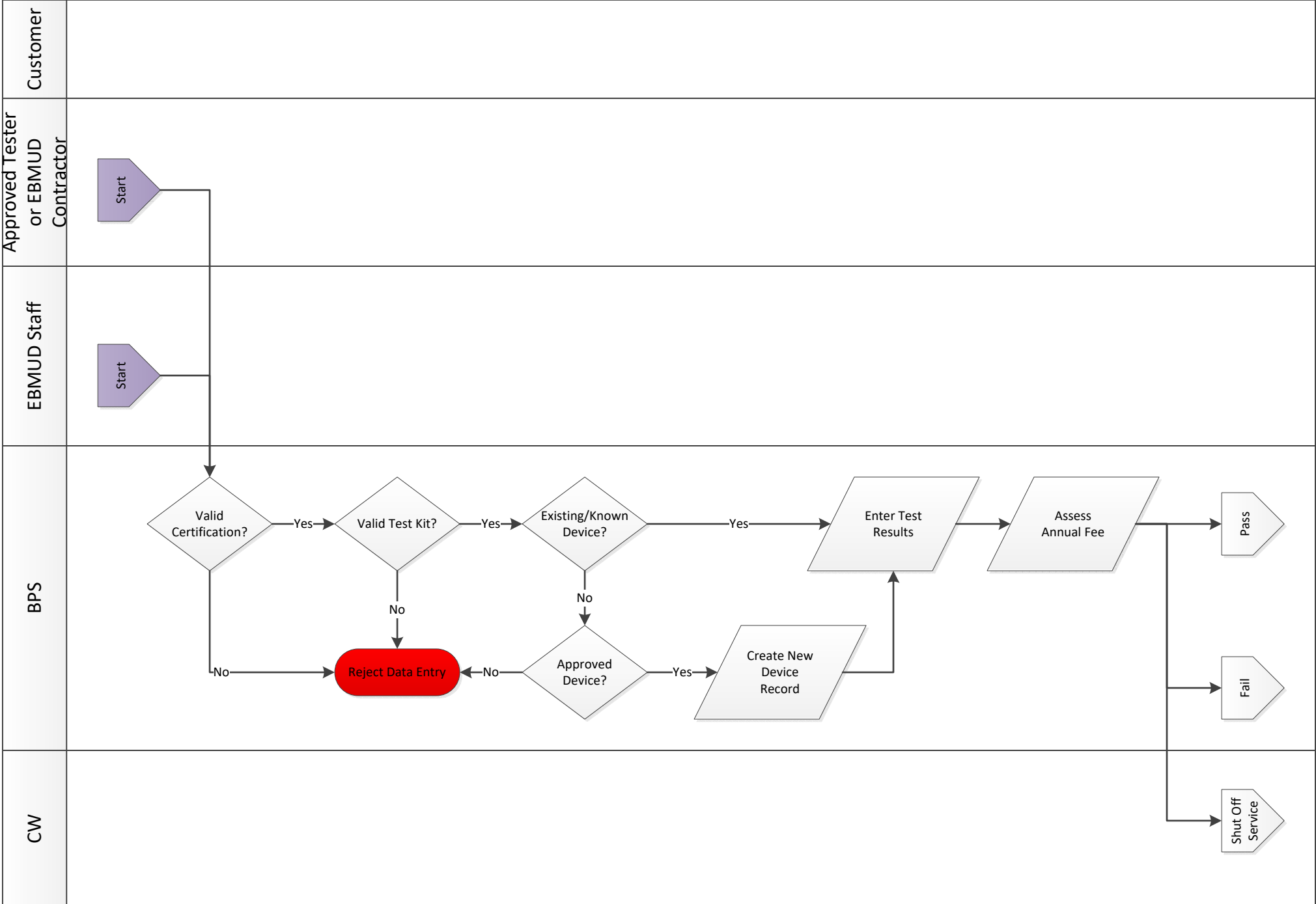
Backflow Prevention System – Business Flow – Compliance Subprocess (As-Is)

Test



Backflow Prevention System – Business Flow – Enter Test Result Subprocess (As-Is)

Test



APPENDICES

2) Examples of Customer Notices and Forms

- a. Backflow Prevention Survey – Notice of Requirement
- b. Backflow Prevention Survey – Notice of Correction
- c. Backflow Device Test – Initial Residential
- d. Backflow Device Test – Initial
- e. Compliance – 1st Follow Up
- f. Compliance – 2nd Follow Up
- g. Compliance – 48-Hour Notice
- h. Compliance – Tenant Disclosure Letter
- i. Recycled Water, Notice of Requirements or Correction Form
- j. Recycled Water, Initial Notice
- k. Recycled Water, Second Notice
- l. Recycled Water, 48-Hour Notice
- m. Recycled Water, Inspection Form
- n. Recycled Water, Cross-Connection Test Form





BCC/SBPR NO.	TAP NO.
LEGACY ACCOUNT NO.	METER NO.
NEW ACCOUNT NO.	METER SIZE

Notice of Requirements FOR BACKFLOW PREVENTION

EAST BAY MUNICIPAL UTILITY DISTRICT
P.O. BOX 24055, OAKLAND, CA 94623
(510) 287-0874

NAME		DATE
SERVICE ADDRESS, CITY, ZIP CODE		
MAILING ADDRESS, CITY, ZIP CODE		
PERSON CONTACTED	TITLE	PHONE

LIST OF HAZARDS	
Additives/Chemicals	Multiple Looped Services FS
Autopsy or Prep. Equip.	Multi-Storyed Bldg (3 or more)
Boiler	Multi-Use Service
Booster Pump	Petroleum/Chemical Processing
Carbonator Plastic or Metal	Photo Dev. Equip.
Car Wash	Pool, Pond or Fountain
Chemical Storage	Pressure System
Chiller	Radioactive Process
Cooling Tower	Re-circulating System
Dual Service	Recycled Water
Food or Dairy Processing	Sewage
Heating and Cooling System	Sewage Ejector or Pump
Ink/Dye/Paint Manufacturing	Submerged Inlet
Irrigation	Swimming Pool
Laboratory Equip.	Water Frontage
Medical Facility Minor or Major	Water Storage
Metal Processing or Plating	Well or Auxiliary Supply
OTHER (See Remarks)	

APPROVED BACKFLOW PREVENTION DEVICE INSTALLATION REQUIRED <input type="checkbox"/> List & Drawing Enclosed <input type="checkbox"/> Pressure Vacuum Breaker <input type="checkbox"/> Air Gap Separation <input type="checkbox"/> Hose Bib Vacuum Breaker <input type="checkbox"/> Reduced Pressure Principle Device <input type="checkbox"/> Double Check Valve Assembly		IMPORTANT Notify the EBMUD Backflow Inspector upon completion of the installation for an acceptance inspection. REQUIRED COMPLETION DATE
--	--	--

REMARKS _____

BY _____
EBMUD BACKFLOW INSPECTOR

In accordance with the cross-connection regulations of the State Department of Public Health and the Regulations Governing Water Service to EBMUD Customers.





Notice of Correction for Backflow Prevention Device

EBMUD EAST BAY MUNICIPAL UTILITY DISTRICT, Backflow Section MS# 47, P.O. Box 24055, Oakland, CA 94623 • (510) 287-0874

NAME	DEVICE SERIAL NO.	LEGACY ACCOUNT NO.
SERVICE ADDRESS, CITY, ZIP	METER NO.	
MAILING ADDRESS, CITY, ZIP	PHONE	

BACKFLOW PREVENTION DEVICE	SIZE OF DEVICE	LOCATION OF DEVICE	IMPORTANT REQUIRED COMPLETION DATE _____	
TYPE OF DEVICE REQUIRED	<input type="checkbox"/> AVB OR HBVB	<input type="checkbox"/> Reduced Pressure Principle Device		<input type="checkbox"/> Double Check Valve Assembly
WORK REQUIRED	<input type="checkbox"/> INSTALL	<input type="checkbox"/> REMOVE/REPAIR existing device		<input type="checkbox"/> REPLACE with approved device

IMPORTANT:

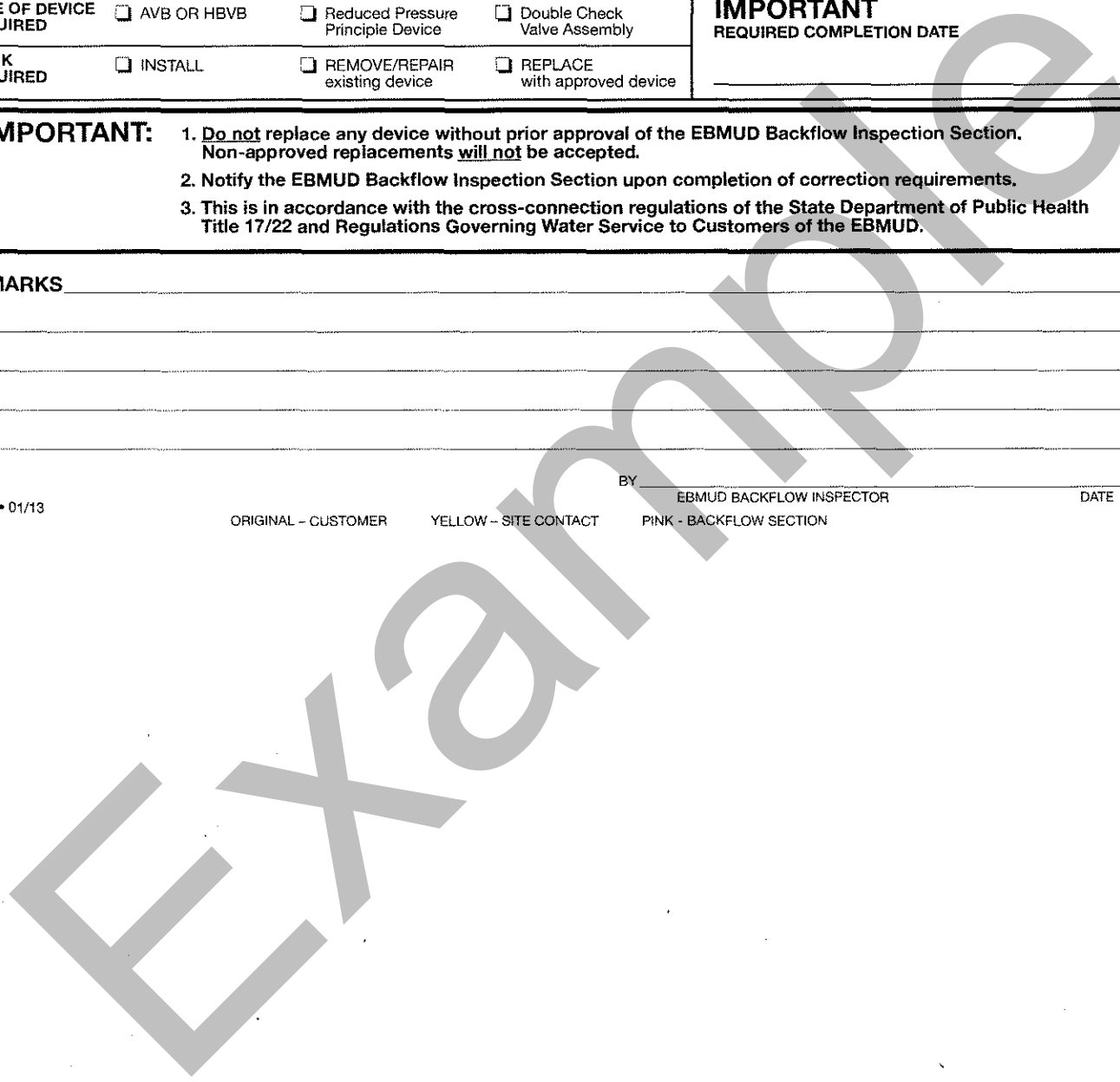
1. Do not replace any device without prior approval of the EBMUD Backflow Inspection Section. Non-approved replacements will not be accepted.
2. Notify the EBMUD Backflow Inspection Section upon completion of correction requirements.
3. This is in accordance with the cross-connection regulations of the State Department of Public Health Title 17/22 and Regulations Governing Water Service to Customers of the EBMUD.

REMARKS

F-055 • 01/13

BY _____ EBMUD BACKFLOW INSPECTOR DATE _____

ORIGINAL - CUSTOMER YELLOW - SITE CONTACT PINK - BACKFLOW SECTION



Dear Customer:

East Bay Municipal Utility District's Residential Annual Backflow Testing Program is in place to protect the quality of water delivered to our customers. A certified backflow tester will attempt to reach you by phone or at your premises sometime during the next month before testing your backflow device. The certified tester is either a District employee or under contract to the District to perform the required test.

There is no fee or cost to you, the customer, for this service.

The testers are required to test the backflow devices in a timely manner. If a tester contacts you, please make every effort to support the tester in being able to complete the testing within the month that you are contacted.

If you have any questions, please call us at (555) 555-5555. We appreciate your cooperation in this matter.

Sincerely,

Homer Simpson
Senior Cross-Connection Specialist
Backflow Prevention Unit

HS:hs

In accordance with the State Department of Public Health, Title 17, and the East Bay Municipal Utility District (EBMUD) Regulations, Section 26, it is the responsibility of the water user to install, test, and maintain an approved backflow prevention device at the service connection.

BACKFLOW PREVENTION DEVICE TEST REQUIREMENTS ARE AS FOLLOWS:

- **ANNUAL** testing of your backflow prevention device is required.
- This test **must** be performed by a **certified tester**, registered and listed on EBMUD's Certified Backflow Testers List. (A copy of the list is enclosed).
- **Only** approved testing equipment can be used to test devices.
- The customer is responsible for contacting an approved tester from the Certified Backflow Testers List. The customer will bear the cost of **all** testing, repairs, and/or replacement of devices.
- The enclosed **Test Report** must be completed and signed by a **certified tester** *within 30 days* of notification.
- It is the *customer's responsibility* to return, by mail, the completed and signed **Original Test Report** **within 30 days** of notification. *The Backflow Section will no longer accept faxes or copies unless a 48-hr. service termination notice has been received (Original Test Report must still be mailed).*
- If isolation valves need replacing, they **must be replaced** with approved resilient seated valves.
- If any **unapproved device** fails an initial test, it will need to be replaced with a new device from our list of approved backflow devices. Prior to installing a new backflow device, you or your tester must notify the Backflow Section to ensure proper installation and the type of approved device.

Contact the Backflow Section at the number shown on the enclosed **Backflow Prevention Test Report** with any questions regarding testing, repairs, or responsibilities. Local plumbing codes may require permits.

FIRST FOLLOW-UP NOTICE

A backflow device test form was sent to you for compliance to State Health Code Title 17. Approximately 30 days was given to you to complete this request, and you have failed to comply. This is your **second notice**.

You have 15 days to complete this test. Annual testing of your backflow device is required to help protect the potable water supply from pollution or contamination. If you have any questions regarding this letter, please contact the Backflow Section at (555) 555-5555. Thank you for your prompt attention.

IF TESTING IS NOT COMPLETED, YOUR WATER SERVICE MAY BE DISCONTINUED.

SECOND FOLLOW-UP NOTICE

You were previously notified by the East Bay Municipal Utility District (EBMUD) Backflow Unit (first follow-up notice), that to protect the safety of the public water supply, you are required to have your backflow device tested in order to conform to California State Health Code Title 17. We have not received your test reports or heard from you in regard to your testing plans.

Failure to complete testing of your backflow device could result in termination of your water service. If your water service is terminated, you must comply with the backflow testing requirements before your service can be restored. A backflow violation fee of \$506.00 will then be imposed after your service is restored.

EBMUD has no other alternative but to discontinue your water service if this test is not completed. Please contact the Backflow Section, at (555) 555-5555, if you have any questions. Thank you for your prompt attention.

We have previously notified you that you must comply with East Bay Municipal Utility District (EBMUD) regulations and State of California Health Code Title 17 regarding your backflow device. This letter is to state that you have not complied on any of these requests. Therefore, EBMUD has no alternative but to discontinue your water service within **48 hours** after receipt of this letter.

If your water service has been shut off, you must comply with the testing requirements before your water service can be restored. A backflow violation charge of \$506.00, after restoration of service, will be imposed.

Contact the Backflow Section at 555-555-5555 within 48 hours to receive instructions on how to comply with EBMUD regulations and the State of California Health Code Title 17.



July 12, 2019

To Occupants:

This is to notify you that the account holder for the water service to **CUSTOMER NAME** has not responded to EBMUD's requests to comply with State and District Backflow regulations. Therefore the District will be forced to discontinue water supply through this service.

Since you are the occupants of this building, I am giving you the opportunity to arrange for this service to be brought into compliance with EBMUD and State backflow requirements. In order to avoid an interruption of your water service, the backflow device must be tested and the results forwarded to this office.

If you have questions or concerns, please call my office so that we can discuss your options. My contact information is shown below.

Sincerely,

Charlie Brown
Cross Connection Control Specialist
East Bay Municipal Utilities District
Backflow Prevention Section
PO Box 24055 MS 47
Oakland CA. 94623
(555) 555-5555



Notice of Requirements or Correction for Recycled Water Program

East Bay Municipal Utility District, Backflow Section, P.O. Box 24055, Oakland, CA 94623 • (510) 287-0874

NAME		DEVICE ID NO.	ACCOUNT NO.
SERVICE ADDRESS, CITY, ZIP			METER NO.
PERSON CONTACTED	TITLE	PHONE	

BACKFLOW PREVENTION DEVICE	SIZE OF DEVICE	LOCATION OF DEVICE
TYPE OF DEVICE REQUIRED <input type="checkbox"/> Air-Gap Separation <input type="checkbox"/> Reduced Pressure Principle Device	IMPORTANT REQUIRED COMPLETION DATE	
WORK REQUIRED <input type="checkbox"/> INSTALL <input type="checkbox"/> REMOVE existing device <input type="checkbox"/> REPLACE with approved device		

IMPORTANT:

1. Do not replace any device without prior approval of the EBMUD Backflow Inspection Section. Non-approved replacements will not be accepted.
2. Notify the EBMUD Backflow Inspection Section upon completion of correction requirements.
3. In accordance with the cross-connection regulations of the State Department of Public Health Title 17/22 and Regulations Governing Water Service to Customers of the EBMUD.

SITE CORRECTIONS NEEDED

REMARKS _____

CUSTOMER SIGNATURE _____ DATE _____ BY _____ EBMUD BACKFLOW INSPECTOR _____ DATE _____

EBMUD RECYCLED WATER SERVICE GUIDLINES

In accordance with Title 22 and Title 17 of the California Code of Regulations, applicable orders of the Regional Water Quality Control Board, the East Bay Municipal Utility District (EBMUD) Regulations-Section 26 and 722, the recycled water customer is responsible for the proper operation and maintenance of their recycled water system and all backflow prevention devices at their potable service connection.

The EBMUD Backflow Section performs annual recycled water inspections and cross-connection tests as required at recycled water sites. Following these inspections, the customer is notified of non-compliance issues. If these issues are not corrected by the next annual inspection, the inspector issues a Notice of Requirements to the customer.

RECYCLED WATER INSPECTION COMPLIANCE REQUIREMENTS ARE AS FOLLOWS:

- The customer has 60 days to correct non-compliance issues (check due date on Notice of Requirements form).
- The customer must inform the EBMUD Office of Water Recycling prior to making any changes to recycled or potable water piping within the site and submit the proposed plans.
- The irrigation control valves, gate valves, quick couplers, flow meters, strainers, pressure regulators and other recycled water access points must be identified with recycled water tags and should be easy to locate.
- The irrigation control box covers are to be purple (pantone 512) and/or printed/labeled with recycled water wording.
- Exposed recycled water piping should be colored purple or wrapped with purple tape that is printed with recycled water wording.
- Recycled Water advisory signs are to be posted where the public enters a recycled water use area. In high vandalism areas, recycled water sidewalk signs are permissible. Signs are provided at no charge by contacting the EBMUD Office of Water Recycling at (555) 555-5555.
- Advisory signs must be in good condition - legible and visible.
- There should be no over-spray on picnic tables, benches, playground equipment or water fountains.
- There should not be any evidence of over-watering, ponding or run-off.
- Broken pipes or sprinkler heads should be repaired as soon as possible.
- If there are potable water hose-bibs close to the area irrigated by recycled water, they must be equipped with hose bib vacuum breakers and have blue potable water tags. Any potable water gate valves should be tagged with blue potable water tags.
- Backflow prevention devices on domestic and fire service lines must be tested annually, or as requested.
- Please notify EBMUD's Backflow/Recycled Water Section at (555) 555-5555 upon completion of work or by the required completion date.

Failure to comply may result in water service being shut off.

Thank you for your cooperation.



30 day notice of correction
Re: Notice of Recycled Water Compliance Requirement

You are required to correct the recycled water compliance issues on your service. We are requesting your cooperation to meet the requirements of Title 22 of the California Department of Public Health's Code of Regulations and EBMUD's Procedure 722 regarding services: Cross-Connection Surveys and Inspections. The corrections must be made and notification of work completed sent to our office within 30 days. Failure to do so may result in interruption to your water service.

If your water service is discontinued, you must comply with notice of requirements before your water service can be restored. Pursuant to the Regulations Governing Water Service to Customers of the East Bay Municipal Utility District, Schedule C, Article J "For those customers where the service has been terminated for failure to meet the District's Backflow Program requirements, a charge will be made to cover the District cost pursuant to the termination and restoration of service".

If you need further assistance with this matter, please contact our office at (555) 555-5555.

Sincerely,

George Jetson
Senior Meter Mechanic/Backflow Tester
Cross-Connection Control Specialist
george.jetson@ebmud.com





**48-Hour Notice of Service Termination
Re: Notice of Recycled Water Compliance Requirement**

You are required to correct the recycled water compliance issues on your service. We are requesting your cooperation to meet the requirements of Title 22 of the California Department of Public Health's Code of Regulations and EBMUD's Procedure 722 regarding services: Cross-Connection Surveys and Inspections. The corrections must be made and notification of work completed sent to our office within 48 hours, or EBMUD will have no alternative but to discontinue your water service.

If your water service is discontinued, you must comply with notice of requirements before your water service can be restored. Pursuant to the Regulations Governing Water Service to Customers of the East Bay Municipal Utility District, Schedule C, Article J "For those customers where the service has been terminated for failure to meet the District's Backflow Program requirements, a charge will be made to cover the District cost pursuant to the termination and restoration of service".

If you need further assistance with this matter, please contact our office at (555) 555-5555.

Sincerely,

George Jetson
Senior Meter Mechanic/Backflow Tester
Cross-Connection Control Specialist
george.jetson@ebmud.com



**EBMUD WATER RECYCLING PROGRAM
CROSS-CONNECTION SITE INSPECTION (PART I)**

Site Name:

Service/Acct No.

Site Address:

Form Completed By:

Date:

**Site Cross-Connection Testing History
(To be completed by Cross-Connection Specialist prior to inspection)**

Is this the site's first cross-connection test? Yes, skip to "Today's Schedule Testing" No, continue

Date of last Site Inspection (Part I): Passed Failed

Date of last complete testing (Parts I and II):
 Not Applicable (Irrigation Only) Passed Failed

Today's Schedule Testing

Part I, Visual Inspection only (Required Annually) Parts I and II (If dual-plumbed building, both parts are required initially and every 4 years thereafter)

Names of Inspection Team

Office of Water Recycling Program Inspector: _____

EBMUD Cross-Connection Control Specialist: _____

Customer's Recycled Water Site Supervisor: _____

COMMENTS

BEFORE SERVICE CAN BE ACTIVATED –

**RESULTS OF
SITE INSPECTION**

Passed - If scheduled, proceed with the Cross-Connection Control Test, Part II.

Passed, with minor corrections needed as listed above.

Failed - The following action(s) must be completed by _____ (date).
Call (555) 555-5555 upon completion.

By: _____ EBMUD Cross-Connection Control Specialist Date: _____

Copes: ___ File (Original) ___ Customer Copy sent on _____ (Date) ___ Office of Water Recycling _____ (Date)

PART I: SITE INSPECTION

**All check marks in a box marked with an asterisk (*) require explanations (use “Comments” Section on p. 1)
Skip questions #4 through #8 if site is irrigation only (no potable water on site)**

1. Has the inspection team reviewed the as-built/record drawings of the site?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
2. Have any changes been made to the recycled and potable system since the last test? If so, add correction “mark ups” to the drawings. If no, skip to question #4.	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
3. If there are any changes, has the team visually inspected changes to verify absences of cross-connections?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
4. Has the team accounted for all backflow devices and verified with the field survey log? N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
5. Is the Backflow device information entered into BPS for both the Potable water and Fire Service(s)? If no, update BPS. N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
6. Have surveys been updated in BPS for each Potable and Fire Service meter(s)? (Enter survey code 76 For Recycled Water Use) N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
7. Have all backflow devices been tested annually in accordance with California Title 17/22 regulations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
8. Has the team field checked the location of recycled, potable and fire service water meter(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
9. Is the water meter service(s) free of visible cross-connections?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
10. Is the recycled water meter purple?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
11. Are the irrigation control valves, gate valves, quick couplers, flow meters, strainers, pressure regulators, and other recycled water access points identified with recycled water tags?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
12. Are the irrigation box covers labeled with recycled water labels, purple or painted purple?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
13. Is exposed recycled water piping colored purple (pantone 512) or wrapped with purple tape printed with recycled water wording?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
14. Are “Recycled Water – Do Not Drink” advisory signs posted where the public enters a recycled water use area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
15. Are the advisory signs in good condition, legible and visible?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
16. Will there be over-spray on picnic tables, benches, playground equipment, water fountains? N/A	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
17. Is there evidence of over-watering, ponding or run-off? If so, note locations below.	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
18. Are potable water hose bibs within the recycle water area clearly tagged and equipped with hose bib vacuum breakers? N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
19. Is there any evidence of build-up of salinity in the soil?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No
The following questions are to be completed for initial (first time) inspections:		
20. Does the customer have as-built/record drawings of the site?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
21. Has the pre-existing potable water irrigation meter(s) been removed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*
22. Have hose bibs been replaced with purple recycled water quick couplers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No*

EBMUD CROSS-CONNECTION TEST – PART II – SITE:

A. TEST POTABLE WATER SYSTEM	Check When Complete	√
Step 1. Turn off the recycled water system.		
Step 2. Depressurize and drain the recycled water system. Record the pressure in recycled water system: ___ psi.		
Step 3. Confirm potable water system is activated and pressurized by operating a few potable fixtures. Record the pressure in the potable water system: ___ psi. The potable water shall remain pressurized for a minimum period of time as specified by the water purveyor while the reclaimed water system is empty. The minimum period the recycled water system is to remain depressurized shall be determined on a case-by-case basis, taking into account the size and complexity of the potable and recycled water distribution systems, but in no case shall that period be less than one (1) hour.		
Step 4. Test all outdoor and indoor potable water outlets. Be sure to include all drinking fountains, faucets, hose bib washer boxes, and non-potable supply lines. Note any fixtures that have no flow: _____ No flow from a potable water outlet would indicate that it may be connected to the reclaimed water system.		
Step 5. Test all recycled water fixtures. Be sure to include all quick couplers and irrigation control valves. Note any that have flow: _____ If there is flow discovered it may be caused by an incomplete drainage of the recycled water system. If the inspection team suspects this is the case, the duration of the test will be extended.		
Step 6. The drain on the recycled water system should be checked for flow during the test and at the end of the period.		
B. TEST OF RECYCLED WATER SYSTEM	Check When Complete	√
Step 7. Turn off the potable water supply.		
Step 8. Drain the potable water supply. Record the pressure in potable water system: ___ psi.		
Step 9. Turn on recycled water system and pressurize. Confirm recycled water system is pressurized by operating a few sprinklers. Record pressure in recycled water system: ___ psi.		
Step 10. The recycled water system shall remain pressurized for a minimum period of time specified by the water purveyor while the potable water system is empty. The minimum period the potable water system is to remain depressurized shall be determined on a case-by-case basis, but in no case shall that period be less than one (1) hour.		
Step 11. Test the outdoor recycled water system for flow. No flow from a recycled water fixture would indicate that it may be connected to the potable water system.		
Step 12. Test the outdoor and indoor potable water system for flow. Flow from any potable outlet shall indicate a cross-connection. Note location of cross-connections: _____ (Include drinking fountains, washer boxes, fixtures in each restroom, and all supply lines to non-potable equipment)		
Step 13. The drain on the potable water system should be checked for flow during the test and at the end of the period.		
Step 14. If there is no flow detected in any of the fixtures that would have indicated a cross-connection, the potable water system shall be repressurized.		

RESULTS OF CROSS-CONNECTION TESTING

PASSED FAILED, immediately follow “Procedure if Cross-Connection is Discovered”

By: _____

Received by: _____

District Cross-Connection Control Specialist

Customer Representative

Date: _____

Title: _____

Copies ___ File (Original) ___ Customer sent copy on _____ (date)

APPENDICES

- 3) Examples of Standard Reports
 - a. Certified Backflow Testers (Approved Testers) List
 - b. Outstanding Backflow Surveys
 - c. Outstanding 48-hour Notices
 - d. Overdue Tests
 - e. Overdue Test by SBPR Code
 - f. Health Department Counts



EAST BAY MUNICIPAL UTILITY DISTRICT
CERTIFIED BACKFLOW TESTERS LIST

CURRENT TESTERS AS OF: 01/17/20

PAGE: 1

City	Business Name	Address	Contact Name	Certificate	
				Expiration Telephone	Date
ALAMEDA	Chocolate Factory Plumbing	1445 Norwood Ave	Willy Wonka	555-555-5555	FEB-28-21

This list is provided as a courtesy by EBMUD. These businesses have been certified by EBMUD to perform backflow testing, but are not under contract nor employed by EBMUD.

Example

RUN DATE: 02/03/20 14:42

EAST BAY MUNICIPAL UTILITY DISTRICT

PAGE: 1

Report ID: BPS056

SUMMARY OF OVERDUE COMMERCIAL TESTS

For: DPHAM

CUSTOMER NAME	DEVICE ID	DATE DUE	DAYS	NOTICE OVERDUE	NTC DATE	DATE OF TYPE LAST TEST	SBPR	SBPR DESCRIPTION
---------------	-----------	----------	------	----------------	----------	------------------------	------	------------------

123 MAGNOLIA DRIVE HOA FRED FLINTSTONE	44238	28-DEC-19	37	22-JAN-20	04	09-JAN-19	38	SUBMERGED INLETS
555 TELEGRAPH STREET LLC FRED FLINTSTONE	39446	28-NOV-19	67	14-JAN-20	05	05-DEC-18	75	MULTI-USE SERVICE
8TH AVE HOLDINGS LLC FRED FLINTSTONE	42927	28-SEP-19	128	12-NOV-19	05	20-SEP-18	19	IRRIGATION SYSTEMS

Example

RESPONSIBLE EMPLOYEE	DEVICE Service	ID	CUSTOMER NAME	DATE	NOTICE DUE	DATE
5065546	41451		ACME CORPORATION		28-NOV-19	14-JAN-20
5065545	41605		ACME CORPORATION		28-NOV-19	14-JAN-20
5065548	41452		ACME CORPORATION		28-NOV-19	14-JAN-20

Example

RUN DATE: 02/03/20 14:29

EAST BAY MUNICIPAL UTILITY DISTRICT

PAGE: 1

Report ID: BPS090

SUMMARY OF OVERDUE RESIDENTIAL TESTS

For: DPHAM

CUSTOMER NAME	RESPONSIBLE EMPLOYEE	DEVICE ID	DATE DUE	DAYS	NOTICE OVERDUE	NTC DATE	DATE OF TYPE LAST TEST	SBPR	SBPR DESCRIPTION
JOHN SMITH BARNEY RUBBLE		27937	28-JAN-20		6	05-DEC-19	02 17-APR-19	03	WELL SYS EXPOSED PIPING
ABANDONED BARNEY RUBBLE		26326	28-JAN-20		6	05-DEC-19	02 19-DEC-18	03	AUXILIARY WATER, NOT X-CON

Example

RUN DATE: 02/03/20 14:06
Report ID: BPS045

EAST BAY MUNICIPAL UTILITY DISTRICT
OVERDUE TESTS BY SBPR CODE
For SBPR CODE 99
UNKNOWN - SURVEY NEEDED
As of: 03-FEB-20

PAGE: 1
For: DPHAM

Test type	Service	Device	Customer Name	Test Due Address	City	Date
Commercial	3781187	44037	ACME CORPORATION	12345 SHERMAN ST		ALA 09/28/18

Example

Get Counts

(Counts may take 1 minute to be derived.)

Enter date range: (format mm/dd/yyyy)

From: 01/01/2019

To: 01/01/2020

Total number of Active devices in system prior to begin date: 16470

Number of devices installed during this year: 728

Number of devices removed during this year: 429

Total number of Active devices in system as of the end date: 16769

Number of devices tested this year: 15587

Number of Active devices tested this year: 15491

Number of devices failing tests this year: 708

Example

ATTACHMENT B

EAST BAY MUNICIPAL UTILITY DISTRICT

Backflow Prevention System Replacement Software, RFP No. ISD-24-01

Technical & Non-Functional Requirements

Contents

0	Definitions	1
1	System Security / Authentication	1
1.1	Single Sign-On	1
1.2	Encryption	2
1.3	Role-based User Access	2
1.4	Application Design	3
1.5	Audit Trails and Logging	3
1.6	Cloud-based Services	3
2	Usability	4
2.1	System Performance/Availability	4
2.2	Mobility	4
2.3	Accessibility	4
2.4	Design	4
2.5	Scalability / Flexibility	5
2.6	Technical Schedule	5
3	Data Management	5
3.1	Data Security	5
3.2	Data Migration	6
3.3	Data Export	6
3.4	Data Availability	7
3.5	Entity Relationship (ER) Diagrams	7
4	Interfaces	7
5	Non-Production Instances	8
6	Updates and Releases	9
7	Training & Support	9
8	Business Continuity and Disaster Recovery	10
9	Exit Strategy	10
10	Technology Stack	11

0 Definitions

Cloud-based Services	Applications, services, or resources made available to users via the Internet.
District	East Bay Municipal Utility District (EBMUD)
Contractor	Person or company that specializes in bringing together software subsystems into a functioning whole, integrating existing or new business processes and warrants configuration and services to meet defined requirements.
System	The software solution including licenses and configurations which meets all defined requirements or an agreed upon subset of requirements.
BPS	Backflow Prevention System, requirements for which are specified in this document; also referred to as 'System.'
Personally Identifiable Information (PII)	<p>For the purposes of this document, data types that constitute PII include (but are not limited to):</p> <ul style="list-style-type: none">• An individual's first initial and last name, or first name and last name, with:<ul style="list-style-type: none">○ Social security numbers, or portions thereof○ Driver's license numbers○ Financial account numbers (e.g. credit card numbers, bank accounts, etc.)○ Medical information○ Health insurance information• Online account usernames and passwords• Information related to specific customer accounts (water consumption, account numbers, financial data, phone numbers, home address, etc.)• Personnel records (birthdates, home address, phone numbers, etc.)

1 System Security / Authentication

1.1 Single Sign-On

- 1.1.1 The System shall use District's Single Sign-On Architecture. CAS, standard SAML 2.0, and Active Directory (for authenticating District staff) are currently used at the District.

- 1.1.1.1 Users that are District employees must authenticate through SSO against the District's Active Directory implementation, using their existing District Active Directory credentials.
 - 1.1.1.2 Users that are not District employees must have the ability to create an EBMUD ID (via EBMUD's SSO) to access the System.
 - 1.1.1.3 Users will only need to use a single set of credentials to access the different System functionality.
 - 1.1.1.4 Users that are not District employees must authenticate through SSO against the District's EBMUD ID implementation, using their existing EBMUD ID credentials.
 - 1.1.1.5 Once users have signed into the System, they will not need to sign in again when accessing different functionality.
- 1.1.2 The System shall support a configurable session timeout. Users shall be required to reauthenticate upon session expiration.

1.2 Encryption

- 1.2.1 The System shall utilize standard cryptographic protocols (TLS 1.2) to encrypt any web page performing transaction processing.
- 1.2.2 The System shall strongly encrypt all confidential or personally identifiable information in transit (during transactions) and at rest (in the database), using AES-256 or an equivalent cipher.
- 1.2.3 Contractor shall provide specifications listing the encryption algorithms and protocols used to secure data in transit and at rest and notify District of any changes made regarding encryption.

1.3 Role-based User Access

- 1.3.1 The System shall provide role-based access control throughout The System to implement least privilege access.
- 1.3.2 The System shall extend role-based access control to the application, transaction, and data levels.
- 1.3.3 The System shall provide configuration tools for District staff to assign and modify users to and from different roles. District staff shall have the ability to add, delete, and modify roles and shall have the ability to customize security permissions assigned to each role.

1.5 Application Design

- 1.5.1 The System shall be designed, developed, deployed, and tested in accordance with industry standards including, but not limited to, Open Web Application Security Project (OWASP) security principles.

1.6 Audit Trails and Logging

- 1.6.1 The System shall log all system activity, including, but not limited to, events, errors, transactions, warnings, failures, notifications, and outages.
- 1.6.2 The System shall provide human-readable audit trail functionality. The System shall allow for the storing, searching, sorting, and viewing of all System transactions which include, but are not limited to, user activities, interface activities, and automated activities.
- 1.6.3 The System shall make all logged activity available to District staff through both a web interface and SYSLOG via TCP/IP. As opposed to audit trail functionality, logged activity interfaces shall target an IT audience.
- 1.6.4 The System shall make audit trail and logging information available to only a select group of user roles designated by District system administrators.
- 1.6.5 The System shall provide District system administrators the ability to purge audit trail and logging data as needed.

1.7 Cloud-based Services

- 1.7.1 Contractor shall provide District with documentation identifying all cloud providers and partners (e.g. Amazon, Microsoft, etc.) and shall notify District of any changes made regarding cloud infrastructure.
- 1.7.2 Cloud-based services shall comply with all relevant security standards including ISO/IEC 27001:2013 and PCI DSS.
- 1.7.3 Cloud-based service providers shall be obligated to notify the District of any suspected or confirmed security breach within 7 calendar days of the event and shall take action to remedy such breach as quickly as is reasonably possible.
- 1.7.4 Cloud services must utilize an industry recognized security framework such as CIS CSC-20 or NIST 800-53 SP4. Service provider must provide a current SOC2 Type II audit report to District annually. The scope of the audit report must include the physical compute environment as well as the ongoing operations and maintenance of the SAAS application and data.

2 Usability

2.1 System Performance/Availability

- 2.1.1 The System shall be available to the District 24 hours a day, 7 days a week.
- 2.1.2 The System shall provide 99.99% or greater up-time, including planned outages, during the following hours: 6:45 AM to 4:15 PM Pacific time, Monday through Friday.
- 2.1.3 The System shall provide 99% or greater up-time, including planned outages, outside of the following hours: 6:45 AM to 4:15 PM Pacific time, Monday through Friday.
- 2.1.4 Contractor shall provide a Service Level Agreement (SLA) that specifically identifies system up-time and performance guarantees, beyond those identified in this document.
- 2.1.5 The System shall have a mechanism to document system up-time and performance that is available to the District to review.
- 2.1.6 95% of application pages shall be displayed within 2 seconds. 99% of application pages shall be displayed within 5 seconds.

2.2 Mobility

- 2.2.1 The System shall provide access to all major functions through mobile devices running Android or iOS operating systems.
- 2.2.2 The System shall use responsive, mobile-friendly design.
- 2.2.3 Should they exist, the Contractor shall provide, and maintain, a list of functions that are not supported on particular mobile devices, or particular mobile environments.
- 2.2.4 The Contractor shall provide, and maintain, a list of supported mobile operating systems and browsers.

2.3 Accessibility

- 2.3.1 The System shall provide access to all functionality through HTML 5 compliant standard web browsers.
- 2.3.2 The System shall be accessible from current versions of Internet Explorer, Edge, Chrome, Firefox, Safari, and any other commonly used desktop and/or mobile web browser.

2.4 Design

- 2.4.1 The System shall incorporate well established User Interface patterns to facilitate a good user experience. E.g., provide tips for form fields, provide drop-down menus for fields that the user may not know the correct terminology to type in, etc.

2.6 Scalability / Flexibility

- 2.6.1 The System shall accommodate 1,000 concurrent users without noticeable degradation in performance.

2.7 Technical Schedule

- 2.7.1 The Contractor shall provide a detailed comprehensive schedule of all the planned technical activities for the project before project implementation. The schedule shall include all technical activities performed by both the Contractor and the District.
- 2.7.2 The Contractor shall provide a detailed comprehensive schedule for all technical go-live activities. This schedule shall include all technical activities performed by both the Contractor and the District.
- 2.7.3 During the project, the Contractor's key technical staff will be available during the District's normal business hours (7:00 a.m. to 5:00 p.m. PST) to meet with the District's technical staff for project related meetings and to work through key technical issues.

3 Data Management

3.1 Data Security

- 3.1.1 All data written into the System or read by the System shall remain the property of the District and shall not be used, disclosed, or sold without written authorization from the District.
- 3.1.2 Contractor shall identify the data elements required from the District to deliver the functionality listed in the functional requirements.
- 3.1.3 Unless otherwise agreed upon by the District, Contractor shall eliminate local storage of PII, retrieving it only on an as-needed basis from the District via REST or SOAP web services APIs or flat files.
- 3.1.4 Contractor shall notify the District of any changes to its infrastructure after the initial implementation.
- 3.1.5 Contractor shall not share any District data (atomic or aggregated) with any 3rd party for any purpose, unless otherwise agreed upon by the District.
- 3.1.6 Contractor shall create a Data Management plan and annually review it with the District.
- 3.1.7 Contractor shall maintain production data in its own instance, separated from any development or staging instances.

3.3 Data Migration

- 3.3.1 Contractor shall provide the framework, tools, guidance, mapping documentation, and validation methods for the conversion of existing District data to a format compatible with the System.
- 3.3.2 Contractor shall load converted data into the System as required to thoroughly test and prepare System for production deployment.
- 3.3.3 Contractor shall design all data conversion processes to be fully automated and repeatable. Such processes shall be designed in a modular manner to facilitate error recovery. Processes that encounter errors shall be capable of being rerun after correcting the errors without needing to rerun preceding processes that executed successfully.
- 3.3.4 Contractor shall work with the District to determine the proper system of record for all data in the existing District BPS database. If it is determined by the District that certain data is not to be migrated because the System is not the proper system of record, the System is to acquire that data from the proper District system of record via API or flat files.
- 3.3.5 Contractor shall describe its support for District's use of third-party ETL tools or other automated tools to perform data conversion and data extraction.

3.4 Data Export

- 3.4.1 The System shall provide scheduled automated exports of all data, including stored files, to District storage, or other external media, in a format specified by the District. Acceptable formats include CSV or Oracle database export files.
- 3.4.2 Data export mechanisms shall provide the following:
 - 3.4.2.1 Full Export -- A complete export of all data.
 - 3.4.2.2 Incremental Export -- An export of changed data since the last full or incremental export.
 - 3.4.2.3 Defined Export -- A configurable export of data sets as defined by District.
 - 3.4.2.3.1 One such defined export will be a full export of the District's data including the premise token and service point token for each backflow device. This export will be sent to the District using SFTP.
- 3.4.3 Contractor will provide and maintain documentation on reverse data mapping, sufficient for the District to map all system data back to District storage. This mapping is likely the reverse of the forward mapping created during migration, with the addition of any fields new to the system. Upon changes to the System data structure, Contractor will provide the District with updated documentation.

3.4.4 Contractor shall design all data extraction processes to be fully automated and repeatable. Such processes shall be designed in a modular manner to facilitate error recovery. Processes that encounter errors shall be capable of being rerun after correcting the errors without needing to rerun preceding processes that executed successfully.

3.5 Data Availability

3.5.1 The System shall be able to associate data to predefined retention schedules. Retention schedules shall be permanently tied to the data but the retention schedule, itself, can be subject to change.

3.6 Entity Relationship (ER) Diagrams

3.6.1 The Contractor will provide the District with current Entity Relationship (ER) diagrams for the Contractor’s data model. When the Contractor modifies the data model, the Contractor will provide updated ER diagrams. These diagrams will include table names, column names, and data types, along with a description of each table and column. Diagrams shall include relationship between tables.

4 Interfaces

4.1.1 The District utilizes numerous custom-built, commercial off-the-shelf, and cloud software solutions. The System shall exchange data with many of these applications in batch or real time. The System shall provide standard interfaces to the following EBMUD systems/applications for incoming and outgoing data.

System Name	Description	Interface Type
Customer Watch	Customer Billing/Information System	Web Service API, Flat File
ESRI ArcServer	GIS Mapping Software	Web Service API
SSO	Single Sign-On for Authentication	CAS/SAML (2 IDP: AD & EBMUD ID)
Authorize.net	Third-party Payment Gateway	Web Service API

4.1.2 The System shall display the premise token and service point token for every backflow device. The premise token and service point token values are provided by the District and should not be modified in any way by the System.

4.1.3 The System shall utilize standard API technologies to exchange bi-directional data with other applications. These include, but are not limited to, JSON or XML for data exchange via REST or SOAP protocols, and SFTP for secure file transfer.

4.1.4 The System will store data files in an encrypted format, unless otherwise agreed upon by the District.

- 4.1.5 The System shall encrypt all data that traverses public computer networks and protect that data from fraudulent activity, unauthorized disclosure, or modification.
- 4.1.6 Contractor shall provide and maintain API documentation, sufficient for District to consume all System API. For new and existing interfaces, Contractor shall provide specifications including but not limited to the following:
 - 4.1.6.1 Authentication and authorization
 - 4.1.6.2 Data fields, data types, source systems, and destination systems
 - 4.1.6.3 Frequency
 - 4.1.6.4 Communication protocols
 - 4.1.6.5 Error handling and recovery
 - 4.1.6.6 How transactions are logged
 - 4.1.6.7 SLA up-time commitments and hours of availability
- 4.1.7 The District utilizes GIS software of type Esri ArcGIS Server. The System shall be able to interface with Esri software ArcGIS Server Version 10.7.1 or higher.
- 4.1.8 Should any system components use data files, the System shall provide a central location for data file storage. The Contractor must provide an SFTP server for bi-directional file transfers for this purpose. The System shall validate all outgoing data prior to placement in the central location.
- 4.1.9 Contractor shall provide SFTP production and non-production instances equal in number to those provided for the System.

5 Non-Production Instances

- 5.1.1 In addition to a production instance, Contractor shall provide additional instances as listed below, during the implementation period as well as post go-live, for the life of the contract. Each instance must independently possess all required components including infrastructure, application servers, middleware, databases, etc. Each instance shall provide functionality identical to the production instance except for changes being developed or tested. These instances shall be configurable by the District to connect to other systems, and to disable or modify any production-specific functionality (such as notifications).
 - 5.1.1.1 Development
 - 5.1.1.2 Testing/Training
- 5.1.2 Contractor shall provide details regarding instance management including but not limited to the following:
 - 5.1.2.1 Administration
 - 5.1.2.2 Instance refresh procedures

- 5.1.2.3 Backup and restore
- 5.1.2.4 Infrastructure and performance variances versus the production instance
- 5.1.3 All instances shall support the automated transfer of configuration data, such as scripted configuration moves, allowing transfer from one environment to another or from the configuration repository.
- 5.1.4 Upon request by District, Contractor shall refresh non-production instances specified by District with a copy of production data and/or files. Contractor shall perform and complete such refreshes within 5 business days.

6 Updates and Releases

- 6.1.1 The Contractor shall notify the District of all updates, releases, and other system changes, whether planned or unplanned.
- 6.1.2 The Contractor shall provide 14 days advance notice for every planned software release and update, unless otherwise agreed upon by the District.
- 6.1.3 The Contractor shall provide 90 days advance notice for every planned update or release that includes a “breaking change” to System API, unless otherwise agreed upon by the District. The Contractor shall provide documentation that reflects the breaking change.
- 6.1.4 The Contractor shall provide detailed release notes for every planned software release.
- 6.1.5 The Contractor shall perform all planned system maintenance outside of District business hours (6:00 AM to 5:00 PM Pacific time, Monday through Friday), unless otherwise agreed upon by the District.
- 6.1.6 The Contractor shall work with the District to provide a release candidate instance at least seven days before all planned updates and releases. Contractor shall provide options to opt out of updates and releases.
- 6.1.7 The Contractor shall provide system/application support regardless of whether EBMUD agrees to updates and releases.
- 6.1.8 The Contractor shall provide options to go back to the previous release of the System if issues are encountered post-release.

7 Training & Support

- 7.1.1 The Contractor shall provide initial user training for all internal users and external users for the primary application, as well as any mobile applications.
 - 7.1.1.1 The Contractor shall provide training materials.

- 7.1.2 The Contractor shall be available to provide ongoing user training for the primary application, as well as any mobile applications.
 - 7.1.2.1 The Contractor shall maintain and provide updated training materials.
- 7.1.3 The Contractor shall be available from 7:00 a.m. to 5:00 p.m. PST to provide end user support for the primary application, as well as any mobile applications.
- 7.1.4 The Contractor shall be available from 7:00 a.m. to 5:00 p.m. PST to help rectify any integration problems that arise with accuracy or transfer of data between the Contractor's application and the District's applications.

8 Business Continuity and Disaster Recovery

- 8.1.1 The Contractor shall provide a Business Continuity and Disaster Recovery plan.
- 8.1.2 The System shall provide full data back-ups on a predetermined schedule and provide recovery capabilities. Desired Recovery Time Objective (RTO) is 12 hours or less.
- 8.1.3 The System shall provide a Recovery Point Objective (RPO) of 5 minutes or less. Ideally, the System shall be able to recover all committed transactions as of the time point immediately preceding the disaster.
- 8.1.4 The System shall have its business continuity plan tested on a regular, predetermined timeframe.
- 8.1.5 The System shall provide manual, hard copy workflow provisions during critical system failure.

9 Exit Strategy

- 9.1.1 Upon contract termination for any reason, Contractor shall provide District with a current copy of all Production data, along with a current mapping of that data. The data shall be in a format specified by District. For a period of no less than 90 days, Contractor shall provide support to District for migration of production data to District databases or a destination specified by District.
- 9.1.2 Subsequent to providing District with a current copy of all Production data and at District's request, Contractor and all of its subcontractors shall securely destroy all copies of District data and attest to such destruction.
- 9.1.3 If Contractor goes out of business or ceases support for the System, the Contractor shall provide District with all source code, configurations, data, and documentation so that District can continue using the System at District's own risk. Contractor shall escrow all such materials.

10 Technology Stack

- 10.1.1 The System, including the software, architecture, and environment, must use modern technology that meets accepted industry standards and best practices.
- 10.1.2 The System shall provide tools for monitoring the System health and performance.
- 10.1.3 Contractor will provide the current release version of its application stack and indicate how often patches and updates occur.
- 10.1.4 Contractor will report to the District any time the application stack is modified.
- 10.1.5 Operating System – The System shall be required to run on an operating system that is designed for enterprise applications and it must be patchable and maintainable into the future. The OS must be in a current maintenance and release cycle. Acceptable operating systems are currently supported versions of Windows Server and Red Hat Enterprise Linux. Other operating systems may be considered at the District’s discretion.
- 10.1.6 Web Server – The web server must be a currently supported version of Apache, NGINX, or IIS. Other web servers may be considered at the District's discretion.
- 10.1.7 Database – The database must be an enterprise relational database system of type Oracle or Microsoft SQL Server and must be in a current maintenance and release cycle (Oracle 19 preferred, SQL Server Std 2012 R4 or above preferred). Other database systems may be considered at the District’s discretion.
- 10.1.8 Programming Language – The System must be written in a modern and widely used programming language or combination of such languages, such as Java, C#, Python, Ruby, and JavaScript. Other programming languages may be considered at the District's discretion.
- 10.1.9 Reporting Engine – The System's reporting engine must be modern, flexible, and robust. Elements of an acceptable reporting engine include, but are not limited to, the following:
 - 10.1.9.1 Non-technical users must be able to create their own reports with a short learning curve.
 - 10.1.9.2 Reports must have access to all data in the System.
 - 10.1.9.3 Reports must be displayable in modern web browsers.
 - 10.1.9.4 Reports must be exportable to common formats including PDF, CSV, and Microsoft Excel.
 - 10.1.9.5 Reports must be viewable only by users with appropriate permissions.



Preliminary Security Information Gathering (PSIG)

As a component of the supplemental RFP process, EBMUD will be performing a qualifying evaluation of each of the RFP respondents Information Protection program. Please respond to the following questions, keeping your responses as brief as possible, please limit your responses to no more than five (5) pages in total. If your organization is selected, you will have the opportunity to provide more in-depth responses during the formal security review.

A. Risk Management

Objective: Organizations should create and maintain a continuous process for IT and Infrastructure risk management to identify, quantify, and prioritize risks against defined risk acceptance levels and objectives relevant to the organization.

1. Describe your organization's IT Risk Governance.
2. Describe your organization's IT Risk Life Cycle.

B. Information Security Policy

Objective: Organizations should provide management direction and support for information security in accordance with business requirements and relevant laws and regulations. They should set a clear policy direction in line with business objectives and demonstrate support for, and commitment to, information security through the issue, acceptance and maintenance of an information security policy across the organization.

1. Describe your organization's Information Security Policy.
2. Describe how the policy or policy set is reviewed and maintained, include the frequency of review.

C. Information Security Organization

Objective: Organizations should establish a management framework to control and manage the information security organization. This should include the protection of organizational information through the use of employee confidentiality agreements and the addition of clauses in dependent service provider contracts or agreements.

1. Describe any Information Security Frameworks your organization has implemented; include your organizations audit process to ensure compliance with the stated frameworks.
2. Describe the size and structure of your Information Security department.
3. Does your organization rely on dependant service providers? If so, how is their security vetted by your organization?

D. Physical and Environmental Security

Objective: Organizations should take appropriate steps to prevent unauthorized physical access, as well as accidental and intentional damage to the organizations' physical premises, systems and information. Organizations should also take appropriate steps to protect against environmental and systems malfunctions or failures.

1. Describe the physical controls in place at your data center(s).
2. Describe the environmental controls in your data center(s).



Preliminary Security Information Gathering

E. Operational Security

Objective: Organizations should maintain documented operating procedures and technological controls to ensure the effective management, operation, integrity and security of their information systems and data.

1. Describe the operational controls in place.
2. How does your organization log and monitor system and network activity?
3. Describe your intrusion detection methodology.
4. Describe your organization's data backup and restoration process
5. Describe your organization's change control process.

F. Access Control

Objective: Organizations should ensure sufficient control over access to information, including controlled access to target data and information processing systems and facilities. These controls should be based on security and business requirements and should follow both industry best practices and internal policies.

1. Describe your organization's access control policy.
2. How does your organization handle privilege delegation and separation of duties?
3. How does your organization handle inactive accounts and access revocation?

G. Software Development and Maintenance

Objective: Organizations should utilize a comprehensive application security program to help ensure that external high-risk applications are consistent with industry security requirements. This should include full application compliance testing and software development reviews.

1. Describe your Software Development Lifecycle.
2. Describe your application vulnerability assessment methodology
3. Describe your application and system patching strategy.
4. What is the frequency of application and system security review?

H. Incident management

Objective: Organizations' incident response programs should include formal event reporting and escalation procedures that should be clearly communicated throughout the organizations and should include the active participation of incident response members with clearly defined roles and responsibilities.

1. Describe your incident management program.



Preliminary Security Information Gathering

I. Business Continuity

Objective: Organizations should incorporate business continuity considerations into the overall design of their business model to mitigate the risk of service disruptions and the impacts of those within the supply chain. This should include an enterprise-wide, process-oriented approach that considers technology, business operations, testing, and communication strategies that are critical to business continuity planning for the entire business.

5. Describe your Organization's Business Continuity program.
6. Has your Organization performed a recent Business Impact Analysis?
7. Does your organization have a current Threat Assessment?
8. How often is your business continuity plan tested?

J. Regulatory Compliance

Objective: Organizations should ensure compliance of information systems with the organizational security policies and standards to include checking systems regularly against compliance with security implementation standards and regulatory requirements.

1. How does your organization ensure compliance with internal policies and standards?
2. How do you ensure compliance with Federal, State, and local laws?

K. Privacy

Objective: Organizations should establish a management framework to control and manage their privacy program. This should include the overall management of the privacy program within the organization and with all third parties that have access to target privacy data. The privacy program should include individuals responsible for the creation, oversight and maintenance of the program; all third parties meeting their commitments under the organization's business requirements, privacy applicable law, policy and industry best practices; and the protection and privacy of target privacy data through its life cycle of collection, storage, usage, sharing, transferring, securing, retention and destruction.

1. Describe your organization's Privacy program.