

REQUEST FOR PROPOSAL (RFP) for CAPITAL PROJECT REPORTING INSIGHTS SYSTEM (CAPRIS)

ADDENDA

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

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RESPONSE DUE

December 1, 2025
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

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**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT
RFP for CAPITAL PROJECT REPORTING INSIGHTS SYSTEM (CAPRIS)

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of this RFP is to describe implementation of a solution to support East Bay Municipal Utility District's (District) Capital Improvement Program (CIP) management, financial tracking, and reporting functions (Solution).

The District seeks to engage a qualified Proposer to deliver a cloud-based Solution that meets its business and technical requirements. The proposed Solution may include:

1. Provision and implementation of a new cloud-based platform, or
2. Configuration and deployment of an existing enterprise platform already owned or licensed by the District, such as Microsoft Power Platform (Power Apps, Power BI, Power Automate) or other comparable technologies.

The District intends to award a three-year contract, with two (2) optional one-year extensions, to the Proposer who, at the District's discretion, best meets the District's requirements.

The District currently relies on legacy spreadsheets and disconnected systems to manage and report on capital project financials. This approach results in redundant data entry, inconsistent reporting, and limited cross-departmental visibility. The Solution will address these challenges by creating a unified, cloud-based environment for capital budget management, project planning and budgeting, cost management, scheduling, reporting, and scenario forecasting.

The Solution is expected to support approximately 500 users across the District, including Project Managers, Engineers, Construction and Planning staff, Finance and Budget staff, and support personnel. Approximately 5% of users will serve as "power users," with responsibilities for advanced reporting, configuration support, or data analysis. The Solution and training approach shall accommodate this user distribution through role-based access, differentiated training paths, and scalable licensing. The District intends to award a contract under this RFP for an amount not to exceed \$2,000,000. Proposers shall include in their cost estimate all licensing, access, and cloud environment costs necessary to implement and operate the Solution.

Proposers may propose different licensing models, including subscription-based, perpetual, or hybrid licensing options, provided that each option:

- Clearly identifies the license type, duration, and renewal terms.
- Specifies any recurring fees for hosting, maintenance, and support.

The District reserved the right to evaluate and select the licensing model that best aligns with its operational and budgetary objectives.

The selected Proposer will be expected to:

- Implement or configure the Solution in alignment with District business processes, governance standards, technical architecture, cybersecurity standards, and data governance requirements.

- Integrate with existing enterprise systems including Oracle Fusion Cloud Financials and District databases.
- Support a phased implementation, beginning with financial and cost-tracking modules, followed by scheduling, reporting, and workflow automation.
- Deliver comprehensive training, change management, and user adoption support to ensure sustainable system use.

For planning and scheduling purposes, the District requires that Core Functional Rollout be completed no later than June 30, 2026. For the purposes of this RFP, Core Functional Rollout is defined as the state on which the Solution:

- Supports project and phase structuring within the Solution;
- Enables CIP budgeting and project cost tracking capabilities;
- Provides forecasting and variance tracking functionality;
- Supports schedule and milestone tracking;
- Delivers standard dashboards and performance reporting for Project Managers and Finance staff;
- Has completed role-based training for core user groups, including Project Managers, Finance/Budget staff, Cost Engineers, and designated Power Users (approximately 5% of total users); and
- Achieves at least seventy-five percent (75%) active user adoption, measured by user login, completion of assigned training, and use of core functions.

The District seeks an approach that balances structure and flexibility; therefore, while this RFP defines required outcomes, Proposers may propose alternative sequencing or agile delivery models that achieve the same or greater value.

Detailed tasks, deliverables, and milestones are described in the Specific Requirements section.

B. 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 project / program management systems, financial system integration, or capital program management services for at least three (3) years. This experience should include:
 - (1) At least one full lifecycle implementation (Requirements gathering through post-implementation support) for a medium-to-large organization. For the purposes of this RFP, medium-to-large organization means an organization with:
 - (a) At least 250 employees, or
 - (b) A Capital Improvement Program (CIP) budget of at least \$50 million annually, or
 - (2) Experience working for public agencies, utilities, infrastructure, or asset-intensive sectors (preferred, but not required)
- b. Proposer shall demonstrate verifiable credentials and qualifications to implement, configure, or support the proposed Solution.
 - (1) If proposing a third-party or commercial platform not owned or developed by the Proposer, the Proposer must be a certified or authorized partner, implementer, or reseller of that platform. Acceptable examples include:
 - (a) Microsoft Partner with demonstrated expertise in Power Platform (Power Apps, Power BI, Power Automate / Flow) or related Azure technologies.
 - (b) Certified implementation partner or reseller for a commercial capital program budget management solution.
 - (2) If proposing a proprietary or vendor-developed platform, the Proposer shall demonstrate organizational experience and technical capability to implement, maintain, and support the proposed Solution, including relevant credentials and certifications in integrations, APIs, data migration, and enterprise architecture, as well as sufficient evidence demonstrating a realistic long-term commitment to support the software.
- c. All Proposers shall possess the necessary permits, licenses, professional credentials, and cybersecurity compliance capabilities (e.g., SOC 2 Type II or equivalent) required to perform services as specified under this RFP.
- d. Proposer shall demonstrate past projects integrating project / capital systems with enterprise systems (ERP, financial systems, cost databases, scheduling systems).
- e. Proposer must show capacity to maintain data consistency, configure real-time or near-real-time data exchange, and manage system interfaces.

- f. Proposer must also commit to compliance with relevant data security, privacy, and cloud / SaaS governance standards (for example, industry best practices, state privacy laws, cybersecurity standards).

C. SPECIFIC REQUIREMENTS

PROJECT OVERVIEW

The East Bay Municipal Utility District (District) seeks professional services to implement a cloud-based solution that centralizes Capital Improvement Program (CIP) financial management, project tracking, and reporting (Solution). The Solution will replace legacy spreadsheets and disconnected systems currently used for project cost tracking and reporting, improving transparency, accuracy, and efficiency in managing CIP budgets and schedules.

The Solution is expected to support approximately 500 total users, including project managers, financial analysts, engineers, executives, and administrative staff. Of these users, approximately 5% will be designated as “power users” who will require elevated access, advanced configuration capabilities, dashboard, and report-building privileges.

The project encompasses either software implementation or existing enterprise platform configuration, as well as data integration and migration, and change management services to ensure successful District-wide adoption.

The Solution shall support the operational needs of multiple stakeholder groups, including Project Managers, Finance and Budget staff, Engineering, and Information Technology. During implementation, the District will lead stakeholder engagement and decision-making to refine and prioritize functional requirements. The Proposer shall facilitate these activities through structured workshops, documentation, and validation sessions to ensure that user input is accurately captured, analyzed, and reflected in the system configuration—without substituting its judgment for the District’s decisions.

The Solution shall support the following business functions; all related to capital projects:

- Capital improvement program and project planning
- Budget development and cost tracking
- Forecasting and variance tracking (i.e., Comparing planned and budgeted costs to actual expenditures and adjusting future projections based on trends, schedule changes, and planned resource needs.)
- Schedule and milestone management
- Performance dashboard and reporting
- Data integrations with cloud-based and District systems
- Role-based access control and audit logging

Resource, contract, and commitment management. (i.e., Planned labor, actual labor, consultant contracts, encumbrances, and pending commitments with visibility into utilization and remaining capacity.)

Implementation Approach

The Proposer shall deliver services aligned with one of the following solution paths:

1. **Software Path:**
Provide and implement a commercial cloud-based Software-as-a-Service (SaaS) Solution platform configured to the District's requirements. The platform shall be hosted in a secure cloud based environment and support web-based access without requiring on-premises installation..
2. **Existing Platform Configuration Path:**
Configure and deploy an existing enterprise platform already owned or licensed by the District (e.g., Microsoft Power Platform — Power Apps, Power Automate, Power BI) or an equivalent Solution to meet the District's requirements.

In both cases, the Proposer must ensure that the final system:

- Aligns with the District's governance framework and cybersecurity standards
- Supports and is delivered on an implementation schedule achieves Core Functional Rollout no later than June 30, 2026. Proposers shall identify clearly state any assumptions, resource requirements, or dependencies needed to meet this timeline.
- Integrates seamlessly with existing enterprise systems, including Oracle Fusion Cloud Financials, District databases, and other SaaS platforms used by the District.
- Supports scalability and modular expansion for future functionality.

Minimum Technical and Functional Requirements

To ensure the Solution fully meets the District's operational and financial management needs, the following Minimum Technical and Functional Requirements establish the baseline capabilities that all proposed systems must support. These requirements serve as the foundation for evaluating technical compliance under the RFP and align with the District's long-term objectives for an integrated, data-driven platform supporting Capital Improvement Program (CIP) management, financial tracking, and reporting.

Time-Phased Cost and Schedule Integration

The Solution must integrate cost tracking with schedule management to ensure budgets and project expenditures remain aligned over time. Functional requirements include:

- **Budget-Level Integration**
 - Time-phased reporting by fiscal year, quarter, and month.
 - Automatic adjustment of budget timing when project delays push expected expenditures into a future fiscal year.
 - Ability to forecast potential budget overruns within a fiscal year and by project.
 - Visibility into unspent funds for potential reprogramming.
- **Project-Level Integration**
 - Track allocations, commitments, actuals, and forecasts across the project timeline.
 - Display budget remaining not only in total but at specific points in time.
 - Link schedule changes (delays, accelerations, scope shifts) directly to spend curves and forecasts.
- **Unified View**

- Alignment between CIP planning and project execution through a single time-phased framework.
- Automatic ripple of schedule shifts upward (affecting CIP budgets) and budget adjustments downward (affecting project managers).
- Consistent reporting that ties cost and schedule together for Finance, Project Managers, and Senior Management Team.

Budget Functional Baseline Requirements

The Solution must support robust budget management and reporting features that meet both project-level and organizational needs. Functional requirements include:

- Comparisons and Tracking
 - Track planned CIP allocations against real-time CIP charges by integrating with Oracle Fusion Cloud Financials and District databases, enabling variance analysis at the award, project, phase, and task.
 - Ability to compare original project estimates and revised project estimates against current forecasts and actuals.
 - Support for updating and reviewing budget curves (e.g., S-curves) and monthly spending estimates.
 - Historical tracking of all budget changes with audit trails and timestamps.
 - Capability to view and compare budget revisions alongside scope and schedule changes.
 - Track resources such as staff and facilities and include scheduling of those resources, with revisions.
 - Ability to plan and track labor, internal staff time, consultant support, and other resource allocations at the project and phase level.
 - Support for updating resource plans as project schedules change.
 - Visibility into resource utilization to support workload balancing and CIP prioritization decisions.
- Approval Workflows
 - Automated approval workflows requests triggered when budget changes exceed thresholds (percentage variance or dollar amount vs. CIP allocation).
 - Tiered routing of approvals to appropriate authority levels (e.g., project staff, finance team, senior management).
 - Complete approval history, including approver, decision date, and comments.
 - Workflow integrated from project inception, not phased in later.
- Project Lifecycle Information Tracking
 - From the initiation of a project to project close out, track core project information such as project address, project description, and other key information important for prioritizing projects.
- Status Indicators
 - Internal-only tags (e.g., On Track, Ahead of Schedule, Behind Schedule, Paused, On Hold, Pending Approval).
 - Integration of status tags into reports to quickly identify spending eligibility and project health.
 - Alignment of financial performance (budget vs. actual) with project phase and status.
- Hierarchical Time-Based Reporting
 - Flexible reporting by fiscal year, quarter, and month.
 - Executive dashboards
 - Fiscal year as the default reporting framework.
 - Drill-down capability from high-level System, Award Purpose, Award, Project, Phase, Task, and resources.

- Active Project Reporting
 - Executive dashboards
 - Reports listing all projects currently approved for expenditures, showing:
 - Project phase
 - Budget vs. actual performance
 - Current status indicator
 - Designed to support both internal management and oversight functions.
- Ease of Use
 - Simple, intuitive ways for users to input budget updates and status.
 - Standardized formats to ensure consistency across departments.
 - Minimized duplicate entry by integrating with authoritative source systems (e.g., Oracle Fusion Cloud ERP and District-maintained District databases).

Project Cost Tracking Functional Baseline Requirements

The Solution must enable project managers and cost engineers to track expenditures, commitments, and forecasts at the project and task level. Functional requirements include:

- Expenditure and Commitment Tracking
 - Up to real-time (depending on other systems' abilities through integration) tracking of actual expenditures, commitments, and remaining balances.
 - Ability to drill actual expenditures down to Budget Unit and Employee levels.
 - Ability to tag costs to specific project phases, tasks, or work breakdown elements.
 - Visibility into pending commitments and encumbrances.
- Forecasting and Variance Analysis
 - Tools for updating rolling forecasts at the project and phase level.
 - Automatic calculation of budget vs. actual vs. forecast variances.
- Performance Metrics and Reporting
 - Integration with Key Performance Indicators (KPI).
 - Phase-level reports showing budgeted and actual costs.
 - Trend reporting to identify early warning signs of overruns.
- Integration and Data Consistency
 - Integration with Oracle Fusion Cloud Financials, District databases, and internal systems to avoid duplicate data entry.
 - Alignment with budget approvals, ensuring PM forecasts cannot exceed authorized budgets without triggering workflows.
 - Data captured once and reused across reporting layers (budget, schedule, project performance).
- Auditability and Transparency
 - Change logs for all updates to cost forecasts or actuals.
 - Ability to view who made changes, when, and why.
 - Reporting designed to provide transparency for both project staff and management.
- Ease of Use
 - Intuitive interfaces for project managers to enter forecasts and track costs.
 - Pre-configured templates for common project types and phases.
 - Mobile and desktop access to support field staff and managers.

Proposers must clearly demonstrate in their responses how the proposed Solution meets or exceeds each of the minimum functional and technical requirements. Responses shall identify whether each capability is delivered as a native feature, configured component, or custom-developed enhancement, and note any exceptions.

Tasks and Deliverables

The tasks and deliverables described in this section represent the District’s baseline implementation framework and intended outcomes. They are provided to establish a common understanding of scope, expectations, and required results. However, the District acknowledges that Proposers may have proven implementation methodologies that differ in sequencing, terminology, or structuring of phases. Proposers are therefore encouraged to propose an approach that reflects their established best practices, provided that the proposed approach:

1. Meets all Minimum Technical and Functional Requirements;
2. Achieves Core Functional Rollout no later than June 30, 2026;
3. Delivers all required deliverables and documentation; and
4. Ensures full alignment with District governance, cybersecurity, and data integration standards.

Any deviations from the baseline task structure shall be clearly identified in the proposal, along with justification and mapping showing how the proposed approach fulfills the required outcomes.

The Proposer shall perform the following tasks and provide the associated deliverables in support of the Solution’s implementation. All work shall comply with District standards for cybersecurity, data integrity, documentation, and governance. Deliverables shall be submitted in electronic format (Microsoft 365) and are subject to District review and approval.

Task 1 - Project Initiation and Planning

- 1.1. Conduct a project kickoff meeting with District stakeholders to confirm scope, governance structure, communication protocols, and initial sprint or phase objectives.
- 1.2. Develop and maintain a Project Management Plan (PMP) that defines the schedule, milestones, budget, communication protocols, risk-management strategy, and agile delivery framework (e.g. sprint cadence, iteration length, and review/approval process). The Project Management Plan shall include a schedule demonstrating the completion of Core Functional Rollout no later than June 30, 2026
- 1.3. Identify key stakeholders, conduct focused Needs Assessments (time-constrained workshops) to validate and prioritize requirements and identify gap needs, and explore opportunities to streamline scope, schedule, and implementation effort.
- 1.4. Align roles and responsibilities between the Proposer and District staff per the RASCI matrix to ensure accountability and avoid delays.
- 1.5. Establish a lean project schedule that targets delivery initial functional demonstrations or pilot configurations within the first eight (8) to ten (10) weeks following Notice to Proceed, subject to District approval.
- 1.6. **Deliverables:** Project Management Plan (including budget, agile framework, risk management strategy, and stakeholder matrix), Needs Assessment Summary, updated RASCI Framework, and Kickoff meeting summary.

Task 2 - Requirements Validation and System Design

- 2.1. Conduct up to two (2) focused stakeholder workshops to validate functional, integration, workflow, and reporting requirements across major user groups. The intent is to ensure

comprehensive input while maintaining a lean and efficient schedule. If a single workshop is sufficient to achieve consensus, additional sessions shall not be required.

Representative participants shall include, at a minimum:

- Project Management and Engineering staff: to confirm project tracking, budgeting, scheduling, and forecasting functions.
- Finance and Budget staff: to confirm cost-control, reporting, and integration requirements.
- Information Technology staff: to confirm architecture, data governance, and security standards.
- Administrative and Executive users: to confirm management-level dashboards and reporting needs.

Each workshop shall document user pain points, functional priorities, and areas of alignment or divergence.

- 2.2. Map requirements to system capabilities and identify configuration or development needs.
- 2.3. Document workflows, data models, interfaces, and data-governance rules.
- 2.4. Design approval workflows and document-management structures with version control and audit trails.

Deliverables: Requirements Traceability Matrix (RTM), System Design Document (SDD), Stakeholder Workshop Summary and Resolution Log.

Task 3 - System Configuration and Development

- 3.1. Configure or develop the Solution in accordance with the approved design.
- 3.2. Establish core modules for project, budget, cost, schedule, and performance tracking.
- 3.3. Develop interactive forms for project initiation, status updates, and change requests.
- 3.4. Configure user roles, permissions, and workflow automation consistent with District cybersecurity standards.
- 3.5. Build dashboards, reports, and analytics visualizations to support CIP financial tracking and program transparency.

Deliverables: Configured Solution development environment, configuration documentation (roles, workflows, dashboards), and validated core functionality demonstration.

Task 4 - Integration and Data Migration

- 4.1. Integrate the Solution with enterprise systems including Oracle Fusion Cloud (Financials), District databases, and other cloud SaaS applications used by the District.

- 4.2. Optionally - Integrate the Solution with existing project cost tracking dashboard.
- 4.3. Develop business rules for data joins, normalization, and handling of new or missing records.
- 4.4. Establish automated or scheduled synchronization routines (e.g., nightly ETL) with reconciliation and error-logging.
- 4.5. If applicable integrate with the District's GIS environment (ESRI 11.3 using REST services) to enable spatial analysis and project visualization.
- 4.6. Optionally - Migrate data from legacy spreadsheets and systems into the Solution and validate integrity.
- 4.7. Ensure Single Sign-On (SSO) compatibility with Microsoft Azure Active Directory.

Deliverables: Integration Test Results, Migrated Dataset, Data Validation and Reconciliation Report ($\leq 2\%$ variance).

Task 5 - Testing and Quality Assurance

- 5.1. Develop pilot test plan, test scripts, and testing framework.
- 5.2. Conduct unit, integration, system, and user-acceptance testing (UAT) with District subject-matter experts.
- 5.3. Maintain a Defect and Issue Log with severity, resolution, and validation status.
- 5.4. Execute a Pilot UAT using representative data and configuration prior to production deployment.
- 5.5. Provide UAT results via UAT results report and secure District sign-off for each major test cycle.

Deliverables: Test Plan, Test Scripts, UAT and Pilot Results, Issue Resolution Log, Acceptance Sign-Off Forms.

Task 6 - Training and Change Management

- 6.1. Deliver role-based training in structured waves (e.g., Project Managers, Finance and Cost Engineers, Support Staff).
- 6.2. Record configuration and system setup sessions for technical knowledge transfer.
- 6.3. Provide a video training or library with short topic-based modules, comprehensive user documentation, guides, and job aids.
- 6.4. Deploy an online help center or knowledge base within the Solution for searchable tutorials and FAQs.
- 6.5. Track attendance and adoption metrics demonstrating at least 75 percent active user engagement by go-live. Adoption metrics shall be aligned to support the Core Functional Rollout milestone requirement described in Section I.

- 6.6. Support organizational change management to ensure sustained adoption and alignment with District business processes.

Deliverables: Training Plan and Schedule; Training Materials and Job Aids; Video Library (Compatible video format); Online Help Center; Adoption and Completion Reports.

Task 7 - Deployment, Support and Transition to Operations

- 7.1. Deploy the Solution into production and provide post-go-live support for at least one hundred eighty (180) days, including incident response, patching, and performance monitoring per Service Level Agreements (SLAs).
- 7.2. Deliver a Go-Live Readiness Checklist verifying that all functionality, integrations, and security requirements are met.
- 7.3. Core Functional Rollout Requirement: Go-Live Readiness and Final Acceptance are contingent upon completion of the Core Functional Rollout requirements (see Section I.A – Core Functional Rollout Definition), including but not limited to:
 - Project and phase structuring
 - CIP budgeting and cost-tracking functionality
 - Forecasting and variance analysis
 - Schedule and milestone tracking
 - Standard dashboards and reporting for project and finance users
 - Completion of role-based training for core user groups
 - Demonstrated $\geq 75\%$ active user adoption
 - The District shall determine whether these conditions have been met prior to authorizing Go-Live.
- 7.4. Optionally - Support the retirement of legacy systems and data archives in coordination with District staff.
- 7.5. Conduct a Post-Implementation Review documenting performance metrics, lessons learned, and optimization opportunities.
- 7.6. Provide a Maintenance and Support Plan including uptime and response-time Service Level Agreements (SLAs), update frequency, and escalation procedures.
- 7.7. Ensure compliance with SOC 1 and SOC 2 standards and alignment with District cybersecurity and data-privacy standards; perform annual vulnerability testing; and maintain daily backups with a documented Disaster Recovery Plan.
- 7.8. Implement and conduct a structured feedback process with key stakeholders for each user group and during the post-go-live support period. Stakeholder input shall address usability,

workflow efficiency, data quality, and reporting accuracy. Input shall be documented, reviewed, and incorporated into the Post-Implementation Review Report.

Deliverables: Production-ready Solution, Go-Live Report, Transition and Maintenance Plan, SLA Metrics, and Post-Implementation Review Report, and quarterly SLA performance report and Post-Implementation Review reports.

Task 8 - Capital Planning and CIP Publication

- 8.1. Configure or implement functionality to manage multi-year CIP planning and publication.
- 8.2. Generate summary and detailed project sheets for funded and unfunded projects showing proposed/approved funding by year, location, and description.
- 8.3. Enable export of project sheets and reports in PDF, Excel, and CSV formats compatible with GFOA/BARS reporting standards.

Deliverables: Capital Planning Module Design, CIP Publication Templates, and GFOA/BARS Compliant Reporting Outputs.

Task 9 - Optional Enhancements and Future Expansion

Upon request, the District may authorize additional modules or integrations such as:

- 9.1. GIS integration or spatial analytics enhancements.
- 9.2. Support for scenario planning and “what-if” forecasting (e.g., change orders, delays).
- 9.3. Predictive analytics or forecasting.
- 9.4. Advanced KPI visualizations.
- 9.5. Workflow automation extensions.
- 9.6. Integration with select District-developed platforms.
- 9.7. Configure document-management, collaboration, and risk/change-management modules, including approval routing, versioning, and audit trails.

Deliverables: Enhancement Design Document, Prototype or Demonstration, and Completion Report (authorized under contract amendment).

D. DELIVERABLES / REPORTS

The Proposer shall furnish all deliverables and reports described in Table 1 – Deliverables Table below during the contract term. All deliverables shall be submitted in electronic format (Microsoft 365) unless otherwise specified.

Each deliverable shall be reviewed and approved by the District's Project Manager prior to acceptance and payment. Deliverables shall include version control, authorship, and approval date.

For recurring deliverables (e.g., SLA reports or training completion summaries), the Proposer shall submit monthly updates during the support period.

The District reserves the right to request interim working drafts prior to final submission.

Table 1 - Deliverables Table

Task	Deliverable	Format/Frequency	Acceptance Criteria
Task 1 – Project Initiation and Planning	- Project Management Plan (PMP) including schedule, milestones, budget, communication protocols, and risk-management strategy. - Needs Assessment Summary. - Updated RASCI Framework. - Kickoff Meeting Summary.	Word; submitted within 30 calendar days of Notice to Proceed.	Completeness, accuracy, and alignment with District project governance and communication protocols.
Task 2 – Requirements Validation and System Design	- Requirements Traceability Matrix (RTM). - System Design Document (SDD).	Excel (RTM) and Word (SDD); delivered after completion of requirements workshops.	Requirements fully mapped to solution capabilities; approved by District. System design aligns with approved data architecture, workflows, and governance standards.
Task 3 – System Configuration and Development	- Configured Solution development environment. - Configuration documentation (roles, workflows, dashboards). - Core functionality validation summary.	Secure access to test environment with supporting documentation; delivered upon module completion.	Verified functionality in accordance with approved SDD; District confirmation of module readiness.
Task 4 – Integration and Data Migration	- Integration Test Results. - Migrated Dataset and Data Validation Report. - Data Reconciliation Log. - If applicable, integration documentation for cost dashboards or GIS systems.	Excel and Word; provided upon completion of integration and migration testing.	Successful data exchange between Solution, Oracle Fusion Cloud (Financials), District databases, and cloud SaaS applications. Validation of migrated datasets with ≤ 2% variance.
Task 5 – Testing and Quality Assurance	- Test Plan and Test Scripts. - UAT and Pilot Test Results. - Issue Log and Resolution Report. - Acceptance Sign-Off Forms.	Excel and Word; delivered prior to production deployment.	All critical and high-priority defects resolved. District sign-off on UAT completion and readiness for go-live.
Task 6 – Training and Change Management	- Training Plan and Schedule. - Training Materials and Job Aids. - Video Library (Compatible video format). - Online Help Center / Knowledge Base. - Adoption and Completion Reports.	Compatible video format, Word, and Word; delivered per training wave and at go-live.	Completion of training by target user groups with ≥75% adoption rate. Materials reviewed and approved by District Project Manager.

Task	Deliverable	Format/Frequency	Acceptance Criteria
Task 7 – Deployment, Support, and Transition to Operations	- Go-Live Readiness Checklist. - Approval of Core Functional Rollout completion - Production-Ready Solution. - Go-Live Report. - Transition and Maintenance Plan. -SLA Metrics Summary. - SLA Performance Reports (monthly or quarterly). - Stakeholder Feedback Summary Report. - Post-Implementation Review Report.	Word; submitted prior to go-live and at 30/60/90/180-day intervals. Quarterly SLA Performance Reports.	Go-live and final acceptance contingent upon successful completion of Core Functional Rollout requirements. Compliance with SOC 1 and SOC 2 standards, vulnerability testing, and District cybersecurity policy. Post-go-live support provided for a minimum of 180 days per approved SLA metrics.
Task 8 – Capital Planning and CIP Publication	- Capital Planning Module Design. - CIP Publication Templates. - GFOA/BARS-Compliant Reporting Outputs. - Optional: Integration with District public transparency dashboards.	Excel and Word; delivered upon completion of configuration.	Functionality verified for multi-year capital planning, data accuracy, and reporting compliance with GFOA/BARS standards.
Task 9 – Optional Enhancements and Future Expansion	- Enhancement Design Document. - Prototype or Demonstration. - Completion Report	As required under approved scope change.	Enhancements meet approved scope, functionality validated and accepted by District.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	November 13, 2025
MANDATORY Proposal Presentation	Tentative – Week of December 15 - 19, 2025 (In-person or Virtual via Microsoft Teams)
Questions Due	November 21, 2025, by noon.
Response Due	December 1, 2025 by 4:00 p.m.
Anticipated Contract Start Date	January 13, 2026

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.

A. MANDATORY PROPOSAL PRESENTATION

A mandatory virtual proposer presentation will be conducted to allow the District to evaluate each Proposer's preliminary understanding of the project and the capabilities of their proposed Solution. Attendance at this meeting is required for proposal eligibility.

Following the initial evaluation of written proposals, the top three (3) highest-ranked Proposers will be invited to deliver a presentation and demonstration of their proposed Solution.

The purpose of this session is to:

1. Present Proposed Solution – Proposers shall deliver a brief preliminary presentation of their proposed Solution, highlighting key functionalities, integration approach, and alignment with the District's business and technical requirements.
2. Discuss Project Scope and Objectives – Review the District's Capital Improvement Program (CIP) management needs, anticipated deliverables, and desired implementation outcomes.
3. Demonstrate System Readiness – Provide a high-level overview of the proposed platform's capabilities (e.g., dashboards, workflows, reporting, or data-integration framework). Demonstrations may be illustrative or based on prior implementations.
4. Address Questions and Clarifications – Allow the District and Proposers to discuss specific elements of the RFP, project approach, or technical requirements.
5. Gather Feedback and Next Steps – Enable the District to receive feedback from Proposers regarding schedule feasibility, integration considerations, and support expectations.

Format:

- The presentation will be conducted virtually via Microsoft Teams.
- Each Proposer will be allocated up to 45 minutes (including Q&A) to present and respond to questions from the District's evaluation panel.
- Attendance and participation are mandatory for the top three (3) highest-ranked Proposers; only firms that attend and present will remain eligible for further evaluation.

To be eligible to propose on this RFP, a representative from the Proposer's company **MUST** attend the virtual Proposal Presentation and confirm attendance with the District. Proposals from firms that do not attend will be rejected as non-responsive.

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. Cost can be replaced with level of effort if appropriate for professional services
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 composed of District staff and, as appropriate, other individuals with expertise or experience relevant to the scope of this RFP. The Selection Committee will evaluate proposals in accordance with the evaluation criteria and relative weighting shown in Table 2 – Evaluation Criteria.

The evaluation of all proposals shall be within the sole judgment and discretion of the District’s Selection Committee.

Each proposal will be reviewed to determine compliance with the qualification requirements set forth in this RFP. Proposers should note that any response that is unrealistic in terms of technical approach, level of effort, or schedule commitment — or unrealistically high or low in cost — may be considered indicative of a lack of technical understanding or failure to appreciate the complexity of the District’s needs. (For professional services, the District may substitute “level of effort” for “cost” as appropriate.)

Proposals will be evaluated and scored based on the Evaluation Criteria in Table 2, using a zero-to-five-point scale for each criterion, where 0 = Does not meet requirement, 3 = Meets requirement, and 5 = Exceeds requirement. The weighted score for each criterion will be calculated and combined to produce a total weighted score. Proposals with higher total weighted scores will be ranked higher.

In evaluating proposals, the District will consider the clarity, completeness, and responsiveness of each submission, as well as the proposer’s demonstrated ability to meet the District’s technical, functional, and implementation requirements for a cloud-based solution supporting Capital Improvement Program (CIP) management, financial tracking, and reporting functions.

Evaluation criteria are weighed to reflect their relative importance in achieving a successful implementation outcome.

Table 2 - Evaluation Criteria

Category	Evaluation Focus	Weight (%)	Evaluation Details / Rationale
A. Project understanding and Technical Criteria	Demonstrated grasp of the District’s objectives, challenges, and desired outcomes along with a robust technical approach addressing system architecture, cybersecurity compliance (SOC 1 , SOC 2 or equivalent), functionality, usability, scalability, and integration capability with existing District systems (Oracle Fusion Cloud (Financials), Power Platform, on-prem databases, and SaaS applications).	25%	Evaluates both the proposer’s comprehension of the District’s needs, the effectiveness of the proposal to achieve the desired outcomes, and the technical soundness of the proposed solution. This includes assessment of the proposed solution’s overall design, performance, and compatibility with District enterprise systems and IT governance standards. Additional credit will be given for well-structured user experience, intuitive interface design, and a robust API/integration design.
B. Cost	Total cost of ownership, including implementation, licensing, hosting, maintenance, and support.	20%	The Cost score will be calculated by dividing the lowest responsive total cost proposal by each proposer’s total proposed cost and multiplying the result by five (5). This ensures that the lowest-cost proposer receives the maximum score of five (5) points for this category, with other proposers receiving proportionally lower scores. Evaluations will also consider reasonableness, realism, and affordability relative to the District’s budget.
C. Implementation Plan and Schedule	Realism, completeness, and feasibility of the proposed work plan, schedule, milestones, and risk mitigation approach	20%	Measures the Proposer’s ability to achieve the District’s target implementation timeline and maintain project governance discipline. The implementation plan shall clearly demonstrate how the Proposer will meet the Core Functional Rollout requirement by June 30, 2026, including phased rollout sequencing, key dependencies, and risk mitigation strategies. Proposers are not required to follow the exact task structure or sequencing outlined in this RFP. Instead, Proposers may propose an alternative delivery methodology or phase structure that reflects their established best practices, provided that the proposed approach: (1) meets all minimum technical and functional requirements; (2) achieves core functional rollout no later than June 30, 2026; (4) Includes all required deliverables and documentation; and (5) aligns with the District’s cybersecurity, governance, and integration standards. The evaluation will focus on how effectively the proposed approach achieves the required outcomes, rather than on strict adherence to the RFP task and phase numbering.
D. Relevant Experience and Qualifications	Experience implementing similar Solution or Capital Program Management Systems for utilities or public-sector infrastructure organizations.	20%	Evaluates organizational experience, references, and key staff qualifications. Additional consideration will be given for successful implementations in large public utilities or infrastructure agencies with comparable complexity.
E. Methodology and Innovation	Soundness and clarity of proposed methodology, including best practices, automation, and scalability for future expansion (e.g., AI forecasting, GIS integration). Provides evidence that the method of providing the Solution is ready for the future.	10%	Evaluates the Proposer’s ability to demonstrate practical innovation, adaptability, and alignment with the District’s digital transformation goals. This includes “future -proofing” the Solution by providing a clear roadmap for emerging capabilities such as AI forecasting, GIS integrations, and interoperability with enterprise applications developed in-house.
F. References	Feedback from client references on performance, support responsiveness, and long-term reliability.	5%	Confirms proposer’s track record and client satisfaction. References will be contacted for shortlisted proposers only.
G. Contract Equity Program	Certified Small Business Enterprise (SBE) or Disabled Veteran Business Enterprise (DVBE).	Bonus: + 5 Points	Proposer shall be eligible for SBE or DVBE preference points 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. Proposers shall provide a total fixed fee for delivery of the complete Solution, as defined in the Scope of Work. The proposed fixed fee shall encompass all required services, including implementation, configuration, integration, data migration (if applicable), training, testing, and post-go-live support.

In addition, proposers shall submit a detailed Level of Effort (LOE) estimate that itemizes the labor assumptions used to develop the fixed fee. The LOE shall break down estimated labor hours, roles, and corresponding hourly rates to illustrate the cost basis and validate the reasonableness of the proposed fixed fee along with any assumptions used to develop the estimate (e.g., District staff participation, data quality, number of reports/dashboards, number of workflows).

2. The District will use the detailed LOE estimate to evaluate the proposer's understanding of the project scope, staffing realism, and schedule feasibility.
3. The total cost will be used for financial evaluation and scoring under the cost criterion.
4. Prices quoted shall be firm for the first thirty-six 36 months of any contract that may be awarded pursuant to this RFP.
5. All prices quoted shall be in United States dollars.
6. Price quotes shall include any and all payment incentives available to the District.
7. 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.

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 or USPS 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, 1010 Franklin St., 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 the Solution shall perform consistent with all specifications listed in Exhibit A (Scope of Work) for five years after the date of acceptance of the Solution by the District (Acceptance Date). All products and services shall 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, workmanship, and consistent with industry standards for a period of five years from the Acceptance Date. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason.

F. INVOICING

1. Following the District's 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 Proposer 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 an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

G. LIQUIDATED DAMAGES

1. Proposer and the District agree that time is of the essence in the performance under this Agreement. The Parties also agree that, it being impracticable or extremely difficult to fix the actual damage, the amount set forth below is hereby agreed upon as liquidated damages and not as a penalty. So long as there are or will be unpaid invoices owed to Proposer, such liquidated damages shall be deducted from any money due under the contract arising from this RFP.
2. If Contractor fails to achieve a scheduled milestone by the milestone date listed in the Project Management Plan, and such delay is not caused by the District, then the Contractor shall pay the District liquidated damages in the amount of \$500 per calendar day until the milestone is achieved. Liquidated damages for each milestone shall not exceed ten percent (10%) of the value of the affected milestone.
3. If Contractor fails to achieve Core Functional Rollout by June 30, 2026, and the failure is not caused by the District, then, Contractor shall pay the District liquidated damages in the amount of \$1,000 per calendar day until Core Functional Rollout is achieved.

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 TECHNICAL SPECIFICATIONS:

Attn: Victor de Loza
 EBMUD: Engineering Systems / Engineering and Construction Department
 E-Mail: victor.deloz@ebmud.com
 PHONE: (510)287-1367

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
 PHONE: (510) 287-0114

AFTER AWARD:

Attn: Victor de Loza
 EBMUD: Engineering Systems / Engineering and Construction Department
 E-Mail: victor.deloz@ebmud.com
 PHONE: (510)287-1367

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to victor.deloza@ebmud.com. 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. You may call at (510) 287-1367 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. 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.
4. 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.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. 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, D, E, or F 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 Capital Project Reporting Insights System (CAPRIS).

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **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.**
- **PROPOSERS 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):

- | | |
|--|--|
| ☐ Corporation | ☐ Joint Venture |
| ☐ Limited Liability Partnership | ☐ Partnership |
| ☐ Limited Liability Corporation | ☐ Non-Profit / Church |
| ☐ 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_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form without altering its structure, though Proposers may modify the mix and number of labor resources used in determining fixed-fee totals. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations to the structure of this form are permitted. Proposals that do not comply may be rejected as non-responsive. The pricing submitted shall represent the total cost to the District for the initial three-year contract term. Escalation may only be applied to software licensing, cloud hosting, and ongoing support/maintenance. Any requested price escalation must be clearly stated in the section below; unlisted escalation will not be considered or allowed.

The estimated quantities listed are for evaluation only and do not constitute a purchasing commitment. No minimum or maximum usage is guaranteed or implied.

COST CATEGORY: IMPLEMENTATION SERVICES (MANDATORY, FIXED-FEE)

Name:

Cost Category	Description	Unit / Basis	Cost
Project Initiation and Planning	Includes Project Management Plan, Kickoff, RASCI alignment	Fixed Fee	\$ _____
Requirements Validation & System Design	Includes workshops, RTM, SDD	Fixed Fee	\$ _____
System Configuration & Development	Includes workflows, dashboards, roles/permissions	Fixed Fee	\$ _____
Integration & Data Migration	Includes interfaces, ETL routines, data validation	Fixed Fee	\$ _____
Testing & Quality Assurance (UAT)	Includes test scripts, UAT support, resolution logs	Fixed Fee	\$ _____
Training & Change Management	Includes materials, job aids, video library, help center	Fixed Fee	\$ _____
Deployment & Post-Go-Live Support (Minimum 180 Days)	Includes incident response, SLA monitoring, stabilization	Fixed Fee	\$ _____
SUBTOTAL – IMPLEMENTATION SERVICES:			\$ _____

Note: Proposers may define their own staffing model and labor allocations when determining fixed-fee pricing. The District is requesting outcomes, not specific labor categories or staffing levels.

COST CATEGORY: RECURRING / SUBSCRIPTION COSTS (IF APPLICABLE)

Cost Item	Unit	Quantity	Unit Cost	Annual Cost
Software Subscription / Licensing for 500 users	User / Month or Year	_____	\$ _____	\$ _____
Cloud Hosting / Environment	Month or Year	_____	\$ _____	\$ _____
Support & Maintenance	Year	_____	\$ _____	\$ _____
SUBTOTAL – RECURRING / SUBSCRIPTION COSTS (ANNUAL):				\$ _____

PRICE ESCALATION (RECURRING COSTS ONLY) Complete only if recurring costs are expected to increase annually.

Escalation must be stated **at the time of proposal submission**. Escalation not identified here shall **not** be applied later.

- ☐ No price escalation — recurring costs are firm for all years.
- ☐ Price escalation applies to recurring costs only, as follows:

- Software Subscription / Licensing:

_____ % per year
- Cloud Hosting / Environment:

_____ % per year
- Support & Maintenance:

_____ % per year

TOTAL COST SUMMARY (3-YEAR TERM)

Cost Category	3-Year Cost
Total Implementation Services (Fixed Fee)	\$ _____
Total Recurring / Subscription Costs (with escalation, if applicable)	\$ _____
TOTAL 3-YEAR PROPOSED COST	\$ _____



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 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.
2. **Key Personnel**: RFP response shall include a complete list of all key personnel 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 telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) 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 implemented or 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 schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.

6. **Evidence of Qualification Testing:** RFP response provides evidence that the proposed Solution has successfully completed the qualification test standard requirements defined in this RFP. Evidence shall include a statement from an Independent Testing Authority (ITA) that both the hardware elements and the software elements of the proposed equipment/system comply with the requirements of the qualification standard. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
7. **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.
8. **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.**
9. **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.



REFERENCES
RFP For Capital Project Reporting Insights System (CAPRIS).

Proposer Name: _____

Proposer must provide a minimum of three (3) 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 Capital Project Reporting Insights System (CAPRIS).**

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.	Proposer takes exception to...

*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

I. 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 by signing and submitting Exhibit C ("Insurance Requirements") to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker's agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR's risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT's contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR's sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.
- F. 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.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).

J. 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.

K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.

L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.

M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.

N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.

O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.

P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.

Q. 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.

R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.

S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the

DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.

T. 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.

U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

II. 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. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.

C. If CONTRACTOR 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.

D. 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 “E.”

E. 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.

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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

III. 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 and be as broad as Insurance Services Office (ISO) form CG 00 01.

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 contractor/subcontractor under this Agreement.

F. There will be no exclusion for explosions, collapse, or underground liability (XCU).

G. 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 contractor/subcontractor on CONTRACTOR’s behalf.

H. 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.”

I. 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).

J. 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.

K. 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. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

IV. Business Auto 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. 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

D. 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").

E. 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.

F. 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 contractor's/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.

G. 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.

H. 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

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

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: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$5,000,000

Aggregate Limit: \$5,000,000

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 reporting period for a minimum of three (3) years after completion of the Services.

C. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager- Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

V. Cyber Liability Insurance Coverage

C. 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.

D. 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.

E. Minimum Requirements: Cyber Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$5,000,000

Aggregate Limit: \$5,000,000

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 reporting for a minimum of three (3) years after completion of the Services.

E. Coverage shall include, but not be limited to the following:

1. Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS).
2. Notification costs, credit monitoring and other expert services, regulatory fines and penalties, and defense costs.
3. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

Verification of Cyber Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Cyber Liability 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/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

VI. Technology Errors and Omissions 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: Technology Errors and Omissions Liability Insurance with minimum limits as follows:
- | | |
|---------------------------------|-------------|
| Each Claim or Occurrence Limit: | \$5,000,000 |
| Aggregate Limit: | \$5,000,000 |
- 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 reporting for a minimum of three (3) years after completion of the Services
- E. Coverage shall include, but not be limited to the following:
1. Theft, dissemination and/or use of confidential or personally identifiable information (PII), including breach response costs, credit monitoring and regulatory fines and penalties from such theft, dissemination or use of the confidential information;
 2. Network security liability arising from the unauthorized use of access to, or tampering with computer systems;
 3. Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended;
 4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;
 5. Liability arising from the failure to render professional services.

Verification of Technology Errors & Omissions Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Technology Errors & Omissions Liability 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/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature:

VII. Excess and/or Umbrella Liability Insurance Coverage (*Optional* – See Paragraph A below)

A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:

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. 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.

D. 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, and shall be at least as broad as coverage required of the underlying policies required herein.

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. There will be no exclusion for explosions, collapse, or underground damage (XCU).
3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR’s behalf.
4. 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.”

5. 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.
6. 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.
7. 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.
8. 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).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, 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.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

EXHIBIT C

CONTRACTUAL AGREEMENT APPROACH

The contract type awarded under this RFP will depend on the Solution Path proposed by the Proposer, as described in Section I – Implementation Approach:

Solution Path	Description	Contract Form
Software Path	Provision, configuration, and implementation of a commercial cloud-based Software-as-a-Service (SaaS) Solution, including licensing, hosting, and ongoing support.	IT Services Agreement
Existing Platform Configuration Path	Configuration and deployment of an existing enterprise platform already owned or licensed by the District (e.g., Microsoft Power Platform), with services focused on design, configuration, data integration, training, and change management.	Consulting or Professional Services Agreement

The District will determine the final contract form based on the Solution Path proposed. In some cases, the resulting contract may require incorporation of elements from both agreement types; therefore, the final contract award may be based on the District’s standard IT Services Agreement, the District’s standard Consulting / Professional Services Agreement, or a blended hybrid agreement that incorporates provisions from both, as appropriate to the proposed Solution.

Proposers shall identify any requested exceptions to District contract terms as part of their proposal submission. Requested contract modifications shall be clearly listed in the Proposer’s Response Packet and will be evaluated as part of the overall selection process.

Proposers shall not submit alternative contract templates in lieu of this requirement.

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
CAPITAL PROJECT REPORTING INSIGHTS SYSTEM (CAPRIS)**

THIS Agreement is made and entered into this _____ day of *(month)*, 202_, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called “DISTRICT,” and ***(CONTRACTOR'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.])***, hereinafter called “CONTRACTOR.”

WITNESSETH

WHEREAS, DISTRICT requires consulting services for to support the implementation of a cloud-based Solution to improve Capital Improvement Program (CIP) planning, budgeting, cost tracking, forecasting, schedule management, and reporting; and

WHEREAS, DISTRICT has completed preliminary business process assessments and requirements scoping activities to establish the foundational needs for the Solution; and

WHEREAS, CONTRACTOR has submitted a proposal to provide consulting and configuration services to implement a Solution for Capital Project Reporting Insights System (CAPRIS) and CONTRACTOR represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (“DIR”) registration to perform said services in a professional and competent manner; and

WHEREAS, DISTRICT Board of Directors has authorized the contract by Motion Number _____;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONTRACTOR that for the considerations hereinafter set forth, CONTRACTOR shall provide said services to DISTRICT, as set forth in greater detail herein.

ARTICLE 1 - SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. It is understood and agreed that CONTRACTOR has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to so perform the work. CONTRACTOR represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONTRACTOR agrees that the work performed under this Agreement shall follow practices usual and customary to the practices usual and customary to the information systems consulting, configuration, and implementation profession. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONTRACTOR from such professional responsibility for the work performed.
- 1.3. CONTRACTOR agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONTRACTOR further agrees to maintain in confidence and not to disclose to any person or entity, any 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.
- 1.4. The originals of all project-related materials, including but not limited to configurations, workflows, data models, integration specifications, scripts, documentation, training materials, manuals reports, data, diagrams, and electronic files, and other documents prepared or caused to be prepared by CONTRACTOR or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONTRACTOR and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.6. CONTRACTOR is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.7. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- 1.8. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONTRACTOR actual costs incurred, subject to a Maximum Cost Ceiling of \$(*insert dollars*). Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein.
- 2.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONTRACTOR shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1. This Agreement shall become effective upon execution of the second signature. CONTRACTOR shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 - COMPENSATION. No work shall commence until the Notice to Proceed is issued.
- 3.2. DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

- 4.1. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2. If this Agreement is terminated CONTRACTOR shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONTRACTOR's delivery to DISTRICT of all project-related materials, including but not limited to configurations, workflows, data models, integration specifications, scripts, documentation, training materials, manuals, reports, diagrams, and electronic files, and other materials provided to CONTRACTOR or prepared by CONTRACTOR for DISTRICT in connection with this Agreement. Payment by 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 this Agreement and CONTRACTOR shall be entitled to no other compensation or damages and expressly waives same. Termination under this ARTICLE 4 - TERMINATION shall not relieve CONTRACTOR of any warranty obligations or the obligations under 1.4 and 7.1

ARTICLE 5 -PROJECT MANAGERS

- 5.1. DISTRICT designates Victor de Loza P.E. as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONTRACTOR's performance under this Agreement, and for liaison and coordination between DISTRICT and CONTRACTOR. CONTRACTOR may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in DISTRICT's representative, DISTRICT will notify CONTRACTOR of the change in writing.
- 5.2. CONTRACTOR designates *(insert CONTRACTOR 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's designated personnel or subcontractor shall be subject to approval by the DISTRICT Project Manager. CONTRACTOR hereby commits an average of *(1 to 100)* percent of *(CONTRACTOR Project Manager's name)* time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1. CONTRACTOR expressly agrees that this Agreement is subject to 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.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1. Indemnification

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless 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 resulting from CONTRACTOR's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless the District, its Directors, officers, agents, and employees against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from 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 this Agreement.

7.2. Insurance Requirements

Insurance Requirements are as stated in Exhibit C, Insurance Requirements.

ARTICLE 8 -NOTICES

Any notice which 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:

(insert consulting firm's name)

(insert address)

Attention: *(insert contact, usually the Contractor's project manager),*

or at such other address as shall have been last furnished in writing by CONTRACTOR to DISTRICT.

Any notice which CONTRACTOR may desire or is required at any time to give or serve upon 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:

Director of Wastewater Department
P.O. Box 24055
Oakland, CA 94623-1055

or at such other address as shall have been last furnished in writing by DISTRICT to CONTRACTOR.

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

ARTICLE 9 -LIQUIDATED DAMAGES

9.1.1. Proposer and the District agree that time is of the essence in the performance under this Agreement. The Parties also agree that, it being impracticable or extremely difficult to fix

the actual damage, the amount set forth below is hereby agreed upon as liquidated damages and not as a penalty.

9.1.2. If Contractor fails to achieve a scheduled milestone by the milestone date listed in the Project Management Plan, and such delay is not caused by the District, then the Contractor shall pay the District liquidated damages in the amount of \$500 per calendar day until the milestone is achieved. Liquidated damages for each milestone shall not exceed ten percent (10%) of the value of the affected milestone.

9.1.3. If Contractor fails to achieve Core Functional Rollout by June 30, 2026, and the failure is not caused by the District, then, Contractor shall pay the District liquidated damages in the amount of \$1,000 per calendar day until Core Functional Rollout is achieved.

ARTICLE 10 - MISCELLANEOUS

- 10.1. This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 10.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein 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 DISTRICT.
- 10.3. 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.
- 10.4. Multiple copies of this Agreement may be executed by the parties and the parties 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.
- 10.5. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 10.6. 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. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 10.7. 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. Any violation of this section shall be deemed to be in material breach of this Agreement.

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 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.

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

- 10.8. CONTRACTOR affirms that it does not have any financial interest or conflict of interest that would prevent CONTRACTOR from providing unbiased, impartial service to DISTRICT under this Agreement.

ARTICLE 11 - TERM

Unless terminated pursuant to ARTICLE 4 - TERMINATION herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Amit K. Mutsuddy
Director of Wastewater Department

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

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

By: _____
(Name),
(Title)

Date _____

**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 services to implement or configure of a cloud-based Solution, which may include the configuration of an existing enterprise platform currently owned or licensed by the District, to improve Capital Improvement Program (CIP) planning, budgeting, cost tracking, forecasting, schedule management, and reporting. The services include Solution configuration, integration, data migration, training, change management, and post-implementation support, collectively 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
- Exhibit C Insurance Requirements

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.
- 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 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
 - 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. Financial Information.
- 1.14. “Project Information” means information relating to the District’s capital and operational projects, regardless of project phase or funding status, including but not limited to project descriptions, scopes of work, planning and prioritization documentation, project schedules, cost and budget data, resource plans, status indicators, performance measures, project delivery methods, funding determinations (funded or unfunded), and any analysis, reports, or supporting documentation used in decision-making related to such projects.
- 1.15. “Security Breach” means any act or omission that gives rise to the reasonable belief of an actual or reasonably suspected 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.

1.16. "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.
- 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 enterprise software implementation and configuration 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, 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 three (3) years from such date (the "Initial Term").
- 3.2. Following expiration of the Initial Term, the District may renew this Agreement for two additional successive terms of one (1) years by providing Contractor with written notice (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. 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 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. 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 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 International 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. 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.
- 6.2.5. 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.
- 6.2.6. 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.
- 6.2.7. 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 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.

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 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. WARRANTY

Contractor expressly warrants that the Solution shall perform consistent with all specifications listed

in Exhibit A (Scope of Work) for five years after the date of acceptance of the Solution by the District (Acceptance Date). All products and services shall 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, workmanship, and consistent with industry standards for a period of five years from the Acceptance Date. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason.

8. BREACH OF AGREEMENT

8.1. The following shall be considered a material breach of this Agreement:

- 8.1.1. Contractor's failure to comply with any of the security requirements of Paragraph 6.
- 8.1.2. The failure of the Services to comply with the technical specifications of Exhibit A.
- 8.1.3. Contractor's failure to implement the Services in accordance with the schedule provided in Exhibit A.
- 8.1.4. Contractor's failure to comply with any warranty provision of Paragraph 14.
- 8.1.5. 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.
- 8.1.6. 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.
- 8.1.7. 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.
- 8.1.8. Contractor's insolvency or filing for relief under the bankruptcy laws of the United States.
- 8.1.9. Contractor's general assignment of this Agreement for the benefit of its creditors or failure to pay its debts as the same become due.
- 8.1.10. Appointment of a receiver to take charge of Contractor's property.
- 8.1.11. Contractor's disregard of legal requirements of agencies having jurisdiction over the Services, Contractor, or the District.
- 8.1.12. Contractor's breach of any other material obligation under this Agreement.

8.2. 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.

- 8.3. Upon any material breach of this Agreement, the District shall have the following remedies, at its option:
- 8.3.1. The District may terminate the Agreement immediately in writing for cause under Paragraph 8.1.
 - 8.3.2. 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."
 - 8.3.3. During any Notice Period:
 - 8.3.3.1. 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;
 - 8.3.3.2. Contractor shall continue to provide the Services as though this Agreement was still in force;
 - 8.3.3.3. 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;
 - 8.3.3.4. 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.
 - 8.3.4. The District shall have the right, through written notice to Contractor, to extend the Notice Period or terminate the Agreement earlier than the Notice Period.
- 8.4. 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.

9. TERMINATION OF AGREEMENT

- 9.1. Termination by the District for Cause:
- 9.1.1. 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.
- 9.2. Termination by the District for Convenience:
- 9.2.1. 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.
 - 9.2.2. Upon receipt of a notice of termination for convenience, Contractor shall, unless the District directs otherwise, do the following:

- 9.2.2.1. Immediately discontinue its performance of the Agreement to the extent specified in the notice.
- 9.2.2.2. 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.
- 9.2.2.3. 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.
- 9.2.2.4. Thereafter, perform only such Services as may be necessary to preserve and protect work done in furtherance of the Services already in progress.

9.3. This Agreement may be terminated by Contractor upon ninety (90) days written notice to the District only in the event of a material failure by the District to fulfill its obligations under this Agreement, and only after the Contractor has provided written notice to the District specifying the failure and allowing the District at least thirty (30) business days to cure. If the District does not cure within the specific period, Contractor shall continue to perform all serviced during the cure period and the ninety (90) day notice period unless otherwise directed in writing by the District.

9.4. Effect of Termination:

- 9.4.1. 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.
- 9.4.2. 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.
- 9.4.3. 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.
- 9.4.4. Termination of this Agreement shall not relieve Contractor of any warranty obligations under Paragraph 14.
- 9.4.5. 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.

- 9.4.6. 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.

10. CHANGES

- 10.1. 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 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

11. DELAYS

- 11.1. Contractor shall take reasonable precautions to foresee and prevent Delay Events in execution of the Services.
- 11.1.1. 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 compensation resulting from the Delay Event for whatever cause.

- 11.1.2. 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.
- 11.1.3. 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.
- 11.1.4. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. For Concurrent Delay Events, the following rules apply:
 - 11.5.1. 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.
 - 11.5.2. If all of the Concurrent Delay Events are Inexcusable, the period of concurrent delay will be treated as an Inexcusable Delay Event.

12. PROJECT MANAGERS

- 12.1. The District designates Victor de Loza, P.E. as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of 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.
- 12.2. 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.

13. INSURANCE

- 13.1. 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.
- 13.2. 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).

14. INDEMNIFICATION

- 14.1. 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.
- 14.2. Intellectual Property Indemnification. CONTRACTOR expressly agrees to defend, indemnify, and hold harmless the District, its Directors, officers, agents, and employees against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from 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 this Agreement.
- 14.3. 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.

15. LIQUIDATED DAMAGES

- 15.1.1. Proposer and the District agree that time is of the essence in the performance under this Agreement. The Parties also agree that, it being impracticable or extremely difficult to fix the actual damage, the amount set forth below is hereby agreed upon as liquidated damages and not as a penalty.
- 15.1.2. If Contractor fails to achieve a scheduled milestone by the milestone date listed in the Project Management Plan, and such delay is not caused by the District, then the Contractor shall pay the District liquidated damages in the amount of \$500 per calendar day until the milestone is achieved. Liquidated damages for each milestone shall not exceed ten percent (10%) of the value of the affected milestone.

- 15.1.3. If Contractor fails to achieve Core Functional Rollout by June 30, 2026, and the failure is not caused by the District, then, Contractor shall pay the District liquidated damages in the amount of \$1,000 per calendar day until Core Functional Rollout is achieved.

16. WARRANTIES AND REMEDIES

- 16.1. Contractor warrants that all 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, workmanship, and consistent with industry standards applicable to the Solution's implementation, configuration, development, integration, testing, and training. 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. Contractor warrants that all work and services furnished hereunder shall be guaranteed for a period of five years from the date of acceptance by the District. that the Services:
- 16.1.1. 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;
 - 16.1.2. 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;
 - 16.1.3. Will be provided free from harmful or malicious code;
 - 16.1.4. Will be provided in compliance with all applicable laws; and
 - 16.1.5. Will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party.
- 16.2. 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. 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.
- 16.3. 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.

17. NOTICES

- 17.1. 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.

- 17.2. 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:

Director of Wastewater Department
P.O. Box 24055
Oakland, CA 94623-1055

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

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

18. CONTRACT EQUITY PROGRAM COMPLIANCE

- 18.1. 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.

19. NONDISCRIMINATION

- 19.1. 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.
- 19.2. **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 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.**

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

20. GENERAL PROVISIONS

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. Multiple copies of this Agreement may be executed by the Parties and the Parties 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.
- 20.7. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 20.8. 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.
- 20.9. 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.
- 20.10. 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.
- 20.11. The provisions of Paragraphs 2.5, 13 and 14 shall survive any termination of this Agreement.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____

Amit K. Mutsuddy
Director of Wastewater Department

Date _____

Approved As To Form

By: _____

for the Office of the General Counsel

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

By: _____

***(Name),
(Title)***

Date _____



EXHIBIT D
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

- ☐ 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*



EXHIBIT E
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 F for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit F 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 F to the title and/or filename.