



***Request for Proposals (RFP) for an
Information Technology
Managed and As-Needed Service Provider***

Proposals will be received until 4:30 p.m. June 26, 2023 at
Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, California 91360-6800 USA
Attention: Wes Richardson, Manager of Information Technology
or via e-mail at wrichardson@calleguas.com

Purpose

Calleguas is seeking a qualified Information Technology (IT) service provider to offer managed services and as-needed IT support services to help maintain its IT infrastructure alongside its IT Department.

Objectives

The qualified IT service provider should help enable the Calleguas IT Department to meet its strategic plan objectives of:

- Delivering reliable service by:
 - Managing lifecycles of equipment.
 - Maintaining and verifying uptime and thus access to network and data for personnel.
 - Supporting IT planned and ad-hoc projects.
- Improve resilience by:
 - Maintaining infrastructure and network endpoints according to industry standards and best practices.
 - Providing and maintaining disaster recovery services, implementation, and testing.
 - Enhancing cybersecurity and planning for future threats.

Meeting with Potential Proposers for Device Type and Counts

Calleguas has elected not to provide exact manufacturers of its IT devices or device counts in this RFP for security purposes. In order to make that data available to proposers, Calleguas IT staff will schedule a virtual information meeting with each potential proposer on June 5, 2024. These meetings will be one-on-one with each proposer and will be scheduled for 30 minutes each. The intent of these meetings is only to provide the manufacturer and device counts for all devices that the Scope of Work will be applicable to. In order to schedule this meeting, the proposer must email wrichardson@calleguas.com The e-mail must come from a representative of the company authorized to establish contracts and provide the name of the company, address, phone number, and website to ensure validity. Consultants who do not request and attend an information meeting are ineligible to propose.

Background

Overview

Calleguas Municipal Water District was formed in 1953 to provide its service area with a reliable supply of regional and locally developed water. Calleguas has historically fulfilled its mission by distributing imported water purchased from the Metropolitan Water District of Southern California. Through 19 retail water agencies, Calleguas provides water to the cities of Simi Valley, Thousand Oaks, Moorpark, Camarillo, Oxnard, and Port Hueneme, and surrounding unincorporated areas. Approximately three-quarters of the population in Ventura County is wholly or partially served by Calleguas.

Mission Statement

To provide our service area with a reliable supplemental supply of regionally and locally developed water in an environmentally and economically responsible manner.

IT Operational Environment

Calleguas's IT services are managed by a department led by the Manager of IT and staffed with two IT Specialists. Third-party consultants provide IT/Operational Technology (OT) support and technical assistance on an as-needed basis. Calleguas IT staff are tasked with Calleguas's hardware and software inventory maintenance, server performance monitoring, applications management, database administration, network security management, Supervisory Control and Data Acquisition (SCADA) network maintenance, remote work and public online meeting support, and helpdesk support for the entire agency of approximately 85 employees. On a weekly basis, the IT Department receives approximately 10-20 tickets from end users through the helpdesk tracking solution or via phone/e-mail. The helpdesk tickets include low-, medium-, and high-priority issues. IT staff handle all these tickets, but they contact the IT consultant for expert advice, high-priority items, or complex issues on an as-needed basis. It is anticipated that a new IT services managed and as-needed support service contract would be effective as of approximately October 1, 2024.

Technical Environment Overview

Calleguas consists of one main headquarters and numerous remote locations that provide SCADA information for the OT environment. One such remote location houses a secondary data center. The headquarters consists of an operations center in which staff work 24 hours a day, 7 days a week, along with offices that house field and administrative staff working various schedules. All offices at the headquarters are connected to two fiber optic networks, one for administrative use and a second for the OT/SCADA environment. All remote locations are connected via radio, cellular, or internet connections. Calleguas utilizes industry-standard hardware, which, for security purposes described above, will be detailed in person with consultants intending to propose.

A list of primary software utilized at Calleguas is tabulated below.

Primary Calleguas Software	
Type of Software	Product Name(s)
Financial management/accounting	New World (hosted) Laserfiche (hosted)
Retailer billing system	Custom website-based (hosted)
Intranet/Document Sharing	MS SharePoint 365
Electronic Document Management	Laserfiche (hosted)
Human Resources/Payroll	New World HR suite
Timesheet software	Executime
Asset Management/Inventory/IT Ticketing	Lansweeper
GIS	ArcGIS Enterprise (on premise)
Work Order Management	Cityworks online (linked to onsite ArcGIS)
Drafting/Engineering	AutoCAD
SCADA	Aveva (on premise)
VoIP phones	Cisco phones managed with Webex
Virtual Machine Software	VMWare (on premise)
Backup and Replication Software	Veeam (on premise)
General Software	Microsoft 365
PDF software	Adobe Bluebeam

Scope of Work

The Scope of Work encompasses ongoing and project-based IT services that help ensure Calleguas IT assets are being utilized and protected efficiently and effectively. The selected consultant shall be responsible for ensuring the accuracy, timeliness, and completeness of proposed managed services and project-based assignments. The proposer must identify the Technical Advisory Manager (TAM), who will be the key account representative assigned for this contract. The TAM will lead quarterly technical business review meetings with Calleguas and be responsible for working with Calleguas to prioritize work. The selected consultant shall not change the TAM or other key resources assigned to Calleguas without prior consent of Calleguas. Such requests must be submitted in writing at least two weeks in advance and must be approved in writing by the Manager of IT.

The Scope of Work shall include the following types of services:

1. Managed Services – Consultant assumes ongoing responsibility of 24-hour monitoring, managing, and problem resolution of the following IT functions:
 - a. Server and workstation monitoring, alerting, and management.
 - b. Network infrastructure monitoring, alerting, and management.
 - c. Data Center monitoring, alerting, and management.
 - d. Cybersecurity-related services.
 - e. Disaster recovery services.
 - f. Service platform and ticketing system.
 - g. Software and hardware maintenance and support contract services.

2. As-needed IT Support Services – Consultant will provide qualified resources to assist Calleguas IT staff as needed in the following main areas at a minimum:
 - a. Disaster Recovery and Business Continuity Planning support.
 - b. As-needed project support.

The following sections detail the scope of services for the abovementioned service areas.

Managed Services

Server and Workstation Monitoring, Alerting, and Management

Services required regarding server and workstation infrastructure:

System Support Coverage for Servers

- 24x7 monitoring of each server protected including up/down status, hardware health, and performance issues.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.
- Electronic alerts are also sent to designated Calleguas IT staff.
- Alerting flowchart and strategy for each device to be designed by consultant and Calleguas IT staff.
- Each server will be assigned a patching schedule to take place at a minimum of once a week. Patches deployed will include Microsoft critical and security patching, as well as third-party software patching. Third-party software is any available software patches for applications installed on servers. List to be configured and confirmed with selected consultant.
- Managed antivirus solution must be licensed, installed, monitored, and managed by consultant. Regular updates shall be pushed out to devices through managed provider software solution.

System Support Coverage for Workstations

- 24x7 monitoring of each workstation protected including up/down status, hardware health, and performance issues.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.
- Electronic alerts are also sent to designated Calleguas IT staff.
- Alerting flowchart and strategy for each device to be designed by consultant and Calleguas IT staff.
- Each workstation will be assigned a patching schedule to take place at a minimum of once a week. Patches deployed will include Microsoft critical and security patching, as well as third-party software patching. Third-party software is any available software patches for applications that are installed on servers. List to be configured and confirmed after consultant has been selected.
- Managed antivirus solution must be licensed, installed, monitored, and managed by consultant. Regular updates shall be pushed out to devices through managed provider software solution.

System Support Coverage for Metering Stations PCs

- 24x7 monitoring of each PC protected including up/down status, hardware health, and performance issues.
- Each PC will be assigned a patching schedule to take place at a minimum of once a month. Patches deployed will include Microsoft critical and security patching.

- Managed antivirus solution must be licensed, installed, monitored, and managed by consultant. Regular updates shall be pushed out to devices through managed provider software solution.

Exchange and SQL Database Health Monitoring and Updates

- The consultant shall maintain Microsoft Exchange hybrid environment, including monitoring of health and updates that may fall outside of System Support Coverage for Servers.
- The consultant shall ensure SQL database health and schedule updates for databases as deemed necessary for security or critical updates.

Quarterly Technical Business Review Meeting

- Once a quarter, the consultant will gather reports for all systems and devices.
- Report shall include:
 - Patch management updates providing details on security patches that were applied and items that need to be resolved.
 - Capacity and performance of devices.
 - Asset inventory to include projected service contract dates and end of life/service dates.
 - Hardware lifecycle planning based on potential end of life/service dates, contract dates, and warranty dates.
 - Active Directory health status update.

Network Infrastructure Monitoring, Alerting, and Management

Services required regarding networking infrastructure:

Network Infrastructure Automated Monitoring and Alerting

- 24x7 monitoring of each network device protected including up/down status, hardware health, and performance issues.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.
- Electronic alerts are also sent to designated Calleguas IT staff.
- Alerting flowchart and strategy for each device to be designed by consultant and Calleguas IT staff.

Wireless Network Element Monitoring, Alerting, and Issue Escalation

- 24x7 monitoring of each wireless network device. These elements consist of wireless access points and point-to-point connections.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.
- Electronic alerts are also sent to designated Calleguas IT staff.

Network Configuration and Backup Software

- A software solution to monitor network configurations is to be provided for Calleguas IT staff to view network configurations and relationships.
- The software solution must be able to back up the configurations of all network devices in the contract.

Network Firmware Upgrades

- Firmware will be updated on an as-needed basis based on vulnerability reporting during quarterly business meetings or based on vulnerability reports.
- In the event of a vulnerability report, firmware updates must be resolved or have an agreed-upon action plan within one day of vulnerability report.

External Security Scan and Brief Analysis for up to 50 IPs

- Vulnerability scanning of all external facing IPs must be conducted monthly.
- Results and brief analysis of vulnerabilities shall be provided to Calleguas IT staff for review.

Virtual Firewall Appliance

- Provide 100MB virtual firewall appliance to be used for negotiation of all VPN connectivity for the administrative network.
- Includes license fees for the software running on the virtual appliance.

Quarterly Technical Business Review Meeting

- Once a quarter, the consultant will gather reports for all networking devices.
- Report shall include:
 - Capacity and performance of devices.
 - Health and performance data for wireless access points.

- Firmware version and vulnerability reporting of devices.
- Asset inventory to include projected service contract dates and end of life/service dates.
- Hardware lifecycle planning based on potential end of life/service dates.

Data Center Monitoring, Alerting, and Management

Services required regarding data center infrastructure:

Data Center Monitoring and Alerting for Two Locations and Nine ESXi Hosts

- 24x7 monitoring of each data center device protected including up/down status, hardware health, and performance issues.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.
- Electronic alerts are also sent to designated Calleguas IT staff.
- Alerting flowchart and strategy for each device to be designed by consultant and Calleguas staff.

Update Management of all VMWare VCenter, Fabric Interconnects, and Clustered ESXi Hosts

- Updates shall be performed for VMWare, Vcenter, fabric interconnects, and clustered ESXi hosts at minimum quarterly. If cybersecurity vulnerabilities are discovered, updates shall be done or have an agreed-upon action plan within one day of vulnerability report.
- Firmware for all protected devices will be updated as needed based on quarterly business review recommendations or vulnerability report action plans.

Update Management of Non-Clustered ESXi Servers

- Updates shall be performed for VMWare, Vcenter, and non-clustered ESXi hosts at minimum quarterly. If cybersecurity vulnerabilities are discovered, updates shall be done or have an agreed-upon action plan within one day of vulnerability report.
- Firmware for all protected devices will be updated as needed based on quarterly business review recommendations or vulnerability report action plans.

SAN Infrastructure Monitoring and Alerting

- 24x7 monitoring of each SAN array protected including up/down status, hardware health, and performance issues.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.
- Electronic alerts are also sent to designated Calleguas IT staff.
- Alerting flowchart and strategy for each device to be designed by consultant and Calleguas IT staff.

Update Management of SAN Infrastructure

- Updates shall be performed on all SAN array protected devices at minimum quarterly.
- If cybersecurity vulnerabilities are discovered, then updates shall be done or have an agreed-upon action plan within one day of vulnerability report.

Environmental Sensors Monitoring and Alerting

- 24x7 monitoring of each environmental sensor, including up/down status, hardware health, and performance issues.
- Critical issues are escalated to consultant's Network Operations Center staff and consultant must respond to these 24x7.

- Electronic alerts are also sent to designated Calleguas IT staff.
- Alerting flowchart and strategy for each device to be designed by consultant and Calleguas IT staff.

Quarterly Technical Business Review Meeting

- Once a quarter the consultant will gather reports for all data center devices.
- The consultant shall run health checks for VMWare and SAN arrays quarterly.
- Report shall include:
 - Capacity and performance of devices.
 - Asset inventory to include projected service contract dates and end of life/service dates.
 - Asset firmware status including current builds and any updates that are available or needed.
 - Information from environmental sensors.
 - Hardware lifecycle planning based on potential end of life/service dates.

Cybersecurity-Related Services

Services required regarding cybersecurity related services:

Security Analyst and Response Services

- The consultant shall assign a security analyst(s) to monitor Calleguas cybersecurity services, including the multi-factor, EDR, DNS-layer, spam/content filter, and security awareness training and phishing simulations services detailed below. The security analyst shall respond to any issues derived from any of these services and adjust as necessary.
- Calleguas maintains a Managed Detection and Response (MDR) service provider. This service provider utilizes two devices, one located in the administrative network and another in the OT network, that monitor all inbound/outbound traffic and functions as a security information event management service. The consultant will need to be able to integrate with the MDR.
- The security analyst shall be available for any escalations that come from Calleguas's MDR.
- The security analyst shall contact Calleguas IT staff immediately upon discovering any cybersecurity issues and resolve the issue or have an agreed-upon plan for resolution within one day of discovery.
- The security analyst shall review daily cybersecurity vulnerabilities and determine if any are applicable to Calleguas. If applicable, the security analyst shall notify Calleguas IT staff immediately and resolve the issue or have an agreed-upon plan for resolution within one day of discovery.

Two-Factor Authentication Services

- The consultant shall provide a two-factor authentication (2FA) service. This service will be managed by the consultant and will be utilized for VPN connections to both IT and OT networks, along with remote desktop connections to select OT servers.
- 2FA service must be able to be configured for users belonging to differing security groups and synchronize with active directory services for both IT and OT networks.
- 2FA service must be able to provide users with an application to use on mobile devices (iOS, Android, etc.) and support authentication keys.
- 2FA service shall allow limiting connections based on installed operating systems, either PC or mobile, ensure devices are up to date, and have current antivirus installed and running.

Endpoint Detection and Response (EDR) Services

- The consultant shall provide a managed EDR service that will be installed, monitored, and updated for all servers and workstations in the administrative network.
- The consultant's security analyst must monitor and respond to all reports of malicious sites, applications, or connections made for all devices in which the EDR is installed.
- The EDR service shall allow for blocking of content deemed to be malicious by the third-party software vendor and/or by adding sites. This should be available to be added by either the software provider, consultant, or Calleguas staff themselves.

DNS-Layer Security Services

- The consultant shall provide a managed DNS-layer security service that will be installed, monitored, and updated for all servers and workstations in the administrative network.

- The consultant's security analyst must monitor and respond to all reports of malicious sites, applications, or connections made for all devices in which the DNS-layer security service is installed.
- The DNS-layer security service shall allow for blocking of content deemed to be malicious by the third-party software vendor and/or by adding domains, IP addresses, categories like gambling or shopping, and application types like AI, take control, or file sharing. This should be available to be added by either the software provider, consultant, or Calleguas staff.

Email Spam/Content-Filtering Services

- The consultant shall provide a managed email spam/content-filtering service that will be installed, monitored, and updated for all emails received and sent by the Calleguas email system.
- The consultant's security analyst must monitor and adjust settings for the service to help ensure items are being appropriately filtered.
- The consultant's security analyst must add malicious emails to a block list as reported by Calleguas staff utilizing the report phishing button in M365.
- The email spam/content-filtering service shall verify the content of all links contained in emails to ensure they are not malicious and provide a link wrapper to pass to users once verified as acceptable.
- The filtering service shall provide sandboxing of attachments to ensure they are not malicious.
- The filtering service shall quarantine emails based on calculated scores of risks that the service determines from real-time lists. Any email scoring too high will be quarantined. Any email determined to be malicious content shall be blocked.
- The filtering service will send users daily reports indicating what emails have landed in the quarantine inbox for the respective user. Users should be able to login to see the content of the quarantine inbox as well as see listings for any emails that were blocked. Users should have the ability to individually allow or block emails from their individual quarantine inbox.

Password Management Service

- The consultant shall provide a password manager application that all Calleguas employees can utilize and allows consultant and IT staff to share credentials in an encrypted platform.
- The application shall have the ability for IT staff to manage shared credential folders and assign specific users to them.
- The application shall allow users to have their own section to store credentials that would not be accessible by anyone else, including IT staff or the managed service provider.
- The application shall have a mobile application for use on iOS and Android devices, as well as plugins for Microsoft Edge and Google Chrome web browsers.
- The software shall provide a password generator that can be modified for length and types of characters and monitors for weak or reused passwords and notify users.

Security Awareness Training and Phishing Simulation Service

- The consultant shall provide monthly security awareness training campaigns to all staff and the Board at Calleguas. The campaigns must be related directly to cybersecurity risks and should take users no longer than 30 minutes to complete.
- The security awareness training campaigns must have some form of quiz provided to users to ensure content was retained. The completion, date of completion, and grade shall be generated into a monthly report showing staff and Board participation.
- The consultant shall provide monthly phishing simulation attempts to all staff and the Board at Calleguas. The email must be able to bypass any filtering services provided as part of other services.
- The phishing simulation email shall be able to be reported using the report phishing button in Microsoft Outlook and generate a positive result if reported. The positive result should be in the form of an email notifying the reporter that they effectively reported the phishing simulation.
- If a user clicks on links included in the phishing simulation, the service shall notify the user that they were breached by simulation. The user that clicked on the link shall then be assigned additional security awareness training.
- The date and time of phishing emails sent, status of reported or not reported, number of times the email was viewed, and date and time of any breaches shall be reported for all users monthly at the same time the security awareness training is reported.

External Vulnerabilities Scanning

- The consultant shall scan monthly for external vulnerabilities. The service shall scan a list of external IP addresses to be provided after consultant selection.
- Results of the scan will be provided immediately to Calleguas IT staff. The results should be reviewed by the consultant's security analyst and any responses necessary due to the results shall be discussed and decided upon no later than five business days after scan has been completed.

Quarterly Technical Business Review Meeting

- Once a quarter the consultant will gather reports for all security services.
- Report shall include:
 - Summary of threats, events, and most-affected clients.
 - Summary of blocked and scanned emails via spam/content-filtering services.
 - Summary of top blocked sites and actions taken by EDR.
 - Summary of statistics from the DNS-layer security services.
 - Summary of security awareness training and phishing simulations.
 - Summary of external vulnerabilities scanning completed.
 - Hardware lifecycle planning based on potential end of life/service dates.
 - IDS/IPS reporting and recommendations.
 - MDR service summary, including summary of suppressions and escalations.

Backup and Disaster Recovery Services

Calleguas currently utilizes backup services that consist of on-site backup servers storing data locally and in the cloud. Additionally, for the OT network, two backup servers at two different data center locations also store copies from each location. The consultant will be responsible for monitoring servers based on the System Support Coverage for Servers section of this RFP. The additional following services will be required to be provided and/or supported via the consultant:

Managed Backup Services

- The consultant shall manage, maintain, and monitor all on-site backup services. These services consist of three servers utilizing Veeam Backup and Repository software package.
- The consultant shall provide an optional cost as part of the proposal to fully manage one server and monitor the remaining two servers.
- The consultant shall be responsible for monitoring all backup jobs, health checks of the server, updates, and reporting of any issues.
- The consultant shall be responsible for coordinating a retention schedule based on Calleguas requirements for all backups and verifying retention schedules are adhered to.

Managed Replication Services

- To ensure availability and recoverability of critical administrative network servers, Calleguas has implemented a DRaaS solution utilizing Veeam Backup and Repository services. This DRaaS solution will be required to be implemented by the consultant. It will need to encompass the following:
 - VMWare based IaaS with the ability to host all virtual machines in the administrative network.
 - SAN datastore space to host all datastores.
 - The ability to connect and work with local Veeam servers utilizing Veeam Secure Replication services.
 - The ability to connect and work with local Veeam servers utilizing Veeam Secure Backup services.
- DRaaS services shall host up to 20 virtual machines, provide up to 10TB data protection, and include any necessary firewall appliances to make a complete DRaaS service.
- All licenses necessary to host this service shall be included as part of the proposal.
- The consultant shall configure system to adhere to a recovery time objective of four hours and recovery point objective of 24 hours.

Verify Recoverability Services

- The consultant shall create a Disaster Recovery (DR) runbook for all backup and replications services provided. This runbook shall be tested by the consultant and witnessed by Calleguas at minimum twice a year.
- The consultant shall provide results of the tests and update any necessary documentation in the DR runbook after each test.

Cloud Archive for Administrative and OT Network Virtual Machines

- The consultant shall provide a secure offsite backup repository for copying critical backup data.
- The offsite repository shall integrate fully with Veeam Backup and Repository software to enable full management of both onsite and offsite data through one console.

- The consultant shall provide a 60TB storage solution that has full encryption available for data in transit and at rest for the administrative network virtual machines.
- The consultant shall provide a 10TB storage solution that has full encryption available for data in transit and at rest for the OT network virtual machines.
- The consultant shall provide an advanced protection option with an additional layer of defense against cyber-attacks involving advanced data destruction attacks targeting the deletion of backup files. This option should provide a secure recycle bin in which any deleted backup files are automatically moved to a separate inaccessible location to secure against malicious deleting of files.
- The consultant shall include all charges for Veeam Licenses to make the cloud archive available.

Microsoft Office 365 Backup Services

- Calleguas also utilizes Veeam O365 backup services to back up all aspects of O365 including OneDrive. This solution is implemented only on the local administrative Veeam client and runs backups every 24 hours.
- The consultant shall be responsible for monitoring, managing, and maintaining this system.
- The consultant shall include all charges for Veeam licenses required to maintain this system and Calleguas's M365 user accounts.

Quarterly Technical Business Review Meeting

- Once a quarter the consultant will gather reports for all backup and replication services.
- Report shall include:
 - Capacity and performance of devices.
 - Asset inventory to include projected service contract dates and end of life/service dates.
 - List of protected mailboxes based on the M365 backup services provided.
 - Job reports, information on data recovery tests, and list of protected servers for both managed backup and managed replication services.
 - Recommendations or observed issues or improvements.

Service Platform and Ticketing System

Service Platform

The consultant must provide Calleguas with a managed service provider platform access. This platform may be in the form of a webpage or application, but must allow Calleguas to:

- View the inventory of all monitored devices.
- See all patching and maintenance windows of devices as well as what patches and/or updates have been approved for installation.
- See the health status of all monitored devices.
- Allow take-control sessions for all monitored devices.
- Have a dashboard with any active issues identified.
- Allow reports to be generated for all monitored devices.
- View managed antivirus status for all servers and workstations the antivirus is deployed to.
- Allow the ability to implement with Microsoft Intune and BitLocker.
- Provide detailed information for each monitored device, including computer build information, assigned CPU and RAM, device class, logged in users, network information, and OS version.

Ticketing System

The consultant must implement a ticketing system for the services provided. The ticketing system shall send emails to Calleguas IT staff when tickets are created, modified, updated, or closed. The ticketing system shall allow Calleguas IT staff to log in and see all tickets, whether open or closed. The ticketing system shall be used by the consultant to track the hours of assigned personnel and shall be referenced when billing for hours that are not included in the scope of work.

Software and Hardware Maintenance and Support Contracts Services

In addition to the managed services above, the consultant shall be positioned to manage software and hardware maintenance and support contracts. The following contract areas shall be included:

Network Device Contracts

- Including all networking devices as well as virtual machine devices.

Microsoft Contracts

- Including Calleguas's M365 and exchange server contracts.

VMWare Contracts

- Including contracts for all VMWare related services in both the OT and IT network.

SAN Contracts

- Including all SAN device services.

SSL Certificate Renewals

- Including a wild card certificate that is utilized for many of Calleguas's services.

VoIP License Contracts

- Calleguas utilizes and has contracts with Cisco for VoIP services provided at its headquarters.

As-Needed IT Support Services

Disaster Recovery and Business Continuity Planning Support

Calleguas is working on a disaster recovery policy and business continuity plan. During the development process, the consultant may be called upon to support these plans and/or be required to assist a third-party company supporting these tasks.

Calleguas may negotiate a not-to-exceed price for these tasks or the consultant may work on an hourly basis. Consultant shall provide hourly rates for all levels of staff that may be anticipated to work on these, as well as any other tasks not covered by the support contract.

As-Needed Project Support

At times, Calleguas may work on projects for new and/or improved infrastructure. These projects may require the consultant to support creating a scope of work to be provided and procurement of equipment. They may also require the consultant to program, modify, or update other equipment to fulfill the needs of the project. All as-needed project support will be budgeted for with the consultant and separate not-to-exceed contracts will be provided based on projected labor amounts. Calleguas requires consultants to supply equipment purchases through government contracted purchase agreements like CMAS, WSCA, etc.

Proposal

The proposer shall submit a proposal responsive to this RFP meeting the following requirements.

Transmittal Letter

Provide a transmittal giving an overview of the proposer's general ability to perform the scope of services described in this RFP. The letter must indicate that the proposer agrees to be bound by the proposal without modifications, unless mutually agreed to by Calleguas and the proposer. The transmittal letter must indicate the proposal's validity for a period of 90 calendar days from the proposal's due date and be signed by a representative of the firm authorized to enter binding contracts on its behalf.

Executive Summary

The Executive Summary is to provide a brief description of the proposal to the staff that will be evaluating the proposal. The Executive Summary should demonstrate an understanding of the work, contain a brief overview of the scope of work, and be no more than four pages.

Background and Qualifications of Company

The proposer must provide background information and qualifications of the firm and any subconsultants as it relates to the scope of work and be no more than four pages.

Background

Provide a brief history, the mission, and organizational characteristics of the firm including the following information:

- Home office address, local office address, contact name, and phone number.
- Legal status of proposer: Individual, Partnership, Corporation, etc.
- Date firm was founded and length of time in business as an IT and Networking solutions provider.
- Number of employees and locations.
- Statement explaining the consultant's commitment to retaining qualified staff.

Qualifications

The proposer shall describe its experience and past performance similar in nature, scope, and complexity to the services outlined in this RFP. Specifically, the proposer must provide sufficient information to allow Calleguas to determine whether the proposer's experience includes providing managed services as outlined in this RFP in a similar operational and technical environment to Calleguas. The proposer must list the number of years of experience, customer name and size (number of end users, etc.), contact person, contact information, types of services provided, and length of time providing services for each. Regarding prior similar experience, the proposer should highlight key technical issues faced and innovative solutions applied.

Project Team

The proposer should describe the proposer's team structure, staffing, and organizational plan, including relationships, roles, and distribution of responsibilities among subconsultants if used.

The proposal shall include the following:

- Organizational chart pertaining to the services provided for the scope of work. Identify the technical advisory manager (TAM), technical project managers, and other key personnel who will be assigned to work under this contract.
- Describe direct qualifications, experience, certifications, and training of each key personnel mentioned in the organizational chart and be no more than 2 pages total.
- The proposer shall provide resumes for the TAM and other key personnel included in the RFP. Resumes shall be not more than two pages each.
- Describe the proposed hours for the TAM for the contract. The proposer must clearly indicate the level of availability, on-site and off-site, of the proposed key personnel in the organizational chart and how much time will be committed by each key personnel to this contract.

Project Approach/Scope of Work

The proposer shall provide a clear description of the approach to fulfill the requirements of the Scope of Work. This includes all services outlined including managed services and as-needed IT support services.

Managed Services

Along with a clear description of the approach to the services outlined in this RFP, the proposer will need to include guaranteed response times for potential issues by priority level as listed below.

Priority Level	Description
P0 – Critical Priority Level Response time: 0-2 hours	The system/device has a failure due to cyberattack or OT network failure and it is immediately impacting Calleguas’s business processes and would prevent Calleguas from providing one or more services to its users and customers.
P1 – High Priority Level Response time: 0-8 hours	The system/device has a failure or disruption that has a direct and immediate impact on Calleguas’s business processes and would prevent Calleguas from providing one or more services to its users and customers.
P2 – Moderate Priority Level Response time: Within 48 hours	The system/device has a failure or disruption that has an impact on Calleguas’s business processes, while not direct, and would negatively affect the quality of Calleguas’s services to its users and customers.
P3 – Low Priority Level Response time: Within 3 business days	The system/device has a failure or disruption that affects a single user and prevents a user from accessing or performing a function.

As-Needed IT Services

The proposer must include its approach to contract management, task order management, resource management, quality assurance, etc. In addition, the proposer must include controls performance regarding cost monitoring and client-required reports. This section should also include record retention/documents control and quality assurance methods to be used during this

contract. Please provide a sample project management approach that has been utilized for an IT Support Task order in a similar engagement.

Reporting for the IT Support Services

In this section, the proposer must include a sample quarterly technical business meeting report, dashboard layout, service ticket report, and any other documentation that will showcase the proposer's ability to meet Calleguas reporting needs.

References

Proposers shall provide a list with a minimum of five references within the last five years where the firm has successfully provided (or is currently providing) services similar in nature, scope, and complexity to the services outlined in this RFP. These references must be included in the past projects listed in the qualifications section above. For each reference, the proposer shall provide the name of each client, a brief description of services provided, begin and end dates of contracts, and a current point of contact, including telephone number and e-mail address, for a representative of that client who is knowledgeable regarding the work done for that client.

Pricing Proposals

Calleguas is requesting that the proposer submit a fee schedule that includes monthly service charges for managed services specified in this RFP. The fee schedule should also include hourly rates for staffing levels identified by the proposer for as-needed IT support services. The proposed monthly services charges for managed services and hourly rates for as-needed IT support services is for a period of three years, with the potential for two one-year renewals. Pricing must be all-inclusive.

The proposers must follow the following price form to present their fee structure. Expansion of each section is permitted but the final product must have a total sum for each representative section.

Managed Services

Monthly Service Charges for Managed Services (inclusive of expenses)			
Type of Service	Years 1-3	Year 4 (optional)	Year 5 (optional)
A. Server and Workstation monitoring, alerting, and management.			
B. Network Infrastructure monitoring, alerting, and management.			
C. Data Center monitoring, alerting, and management.			
D. Cybersecurity related services.			
E. Disaster Recovery services.			
F. Service Platform and Ticketing System			
G. Software and hardware maintenance and support contract services.			

Hourly Rates

The proposer shall add rates to each of the staffing levels they anticipate that might be needed for as-needed support services.

Hourly rates for as-needed IT Support Services			
Staffing Levels	Years 1-3	Year 4 (optional)	Year 5 (optional)

Proposal Submittal

Proposals shall be submitted to Wes Richardson via electronic or printed format. Proposals that are larger than 15MB will need to be sent via mail services or have a file share location in which the response is available for download. No proposals will be considered as received until a confirmation of receipt email is sent to the proposer from Wes Richardson.

Proposals will be accepted until 4:30pm June 26, 2024 at wrichardson@callegus.com or at:

Calleguas MWD
Attn: Wes Richardson
2100 Olsen Rd.
Thousand Oaks, CA 91360

Any proposal not received by this time will not be considered.

General Requirements

The proposer shall review and understand all requirements listed below.

District Contact

Potential proposers shall only contact Wes Richardson, Manager of IT, at wrichardson@calleguas.com with questions or requests for additional information. Any proposer, or representative of such, that contacts other Calleguas staff including the General Manager or Board members will be disqualified. Questions or requests must be submitted at least one week prior to the deadline to be considered.

Professional Services Agreement

Calleguas requires the selected consultant to execute a Professional Services Agreement. This is included in Appendix A for review.

Payments

Calleguas pays invoices on a net 30 payment schedule. Invoices are to be submitted electronically to Calleguas payables and are subject to review prior to payment. Payment will be made once the equipment or services have been rendered or the product has been delivered.

Implementation Plan

After selection of a consultant, the contracted provider must be prepared to meet within 30 days of awarding the contract. During this meeting, the consultant must provide an implementation plan to take over services. This implementation plan must not exceed 90 days and the consultant must work with Calleguas staff to ensure there will be no lapses of services during the transition period.

Contract Termination

Calleguas may terminate this agreement for any reason by giving the consultant at least 30 days' written notice of such termination. Such termination shall not relieve Calleguas from responsibility for payment for services rendered by consultant prior to the date of termination but shall relieve Calleguas of its obligations for the full payment of compensation due under the agreement for the services of the consultant after the notice of termination.

Evaluation of Proposals

Proposals will undergo an initial screening and if eligible a formal evaluation as detailed below.

Initial Screening

Calleguas will perform an initial screening of all proposals received. For a proposal to be eligible for evaluation, the proposal must be submitted by the deadline, be signed by a representative of the consultant with the appropriate level of contractual authority, and meet the requirements of this RFP.

Formal Evaluation

Calleguas will evaluate in greater detail the proposals that pass initial screening. Evaluation criteria will include experience, qualifications, responsiveness, and quality. The process will include consideration of capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, demonstrations, and/or references contacted by Calleguas. Calleguas reserves the right to contact individuals, entities, or organizations that have had dealings with the consultant or proposed staff whether those references were or were not identified in the proposal.

Calleguas may request oral presentations and/or demonstrations from one or more proposers as part of this evaluation process. Calleguas will notify selected consultants of the time and location of these activities and may supply agendas or topics for discussion. Calleguas reserves the right to ask additional questions during these presentations to clarify the scope of the written information.

Calleguas reserves the right to further negotiate with a single or limited number of consultants; to award in part or to reject all proposals in whole or in part if, in its judgment, the best interests of Calleguas shall not be served; and to waive technical defects, irregularities, and omissions.

Appendix A: Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered, and made effective as of the latest date of the signatures on this Agreement (the "Effective Date"), between Calleguas Municipal Water District ("the District") and _____ ("the Consultant").

RECITALS

A. The District desires to retain the services of the Consultant on an ongoing basis to perform various consulting services, including, but not limited to, supporting the transition to a new Enterprise Asset Management System. The Consultant represents that it has the experience and is qualified to furnish the services described under this Agreement, and the District desires to engage the Consultant to provide these services by reason of the Consultant's qualifications and experience for performing such services. The Consultant has offered to provide the required services on the terms and in the manner set forth herein.

B. This Agreement shall be applicable to all Tasks (as defined in this Agreement) for which the Consultant's services are retained by the District.

With reference to the foregoing recitals, and in consideration of their mutual promises, obligations, and covenants contained in this Agreement, the District and the Consultant herein agree to the terms set forth below:

1. SCOPE OF SERVICES AND COMPENSATION

1.1 The parties understand and agree that prior to performance of any work under this Agreement, the Consultant shall prepare and submit to the District a proposal signed by the Consultant that contains each of the following three elements:

1.1.1 A description of the work to be performed and the time for completion, if applicable (the "Task");

1.1.2 A "not to exceed" cost estimate for performance of the Task; and

1.1.3 The direct labor rates to be billed in performance of the Task.

1.2 The signature of an authorized representative of the District on a letter approving that proposal will constitute authorization to the Consultant to perform the Task and acceptance of the cost estimate. The proposal signed by the Consultant and the authorization letter signed by the District will automatically become exhibits to this Agreement and made a part hereof.

1.3 Each not to exceed cost estimate will include all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services described in a given Task.

1.4 At the request of the District, the Consultant will reasonably cooperate with all other professionals, contractors, and personnel enlisted by the District with regard to the project.

1.5 All services will be performed in a manner consistent with the standard of care specified in Paragraph 25.1.

1.6 Each month, the Consultant will submit to the District an invoice for the services completed during the previous month.

1.6.1 After the Consultant submits an invoice the District will make every attempt to pay the invoice within 30 days of receipt of the invoice.

1.7 Each invoice will state the name of the Task, the amount invoiced, the number of hours spent by personnel at different hourly rates, and will reference the contract/project by number or name where applicable.

1.8 Consultant will also submit with each monthly invoice a brief description of the services, if any, performed in the immediately preceding calendar month.

1.9 The District will pay the Consultant the amount invoiced as described in Paragraph 1.6.1 except in either of the following two cases:

1.9.1 The District objects to all or any portion of the invoice, in which case the District will so notify the Consultant, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will use reasonable efforts to settle the disputed portion of the invoice.

1.9.2 The Consultant has not submitted current insurance certificates and/or an additional insured endorsement as required in Paragraph 18, in which case the District will so notify the Consultant, and pay when the insurance certificates and endorsement have been properly submitted.

1.10 Payment of such invoices will be payment in full for all services and authorized costs covered by that invoice.

2. TERM

2.1 The term of this Agreement shall commence on the Effective Date and shall continue for 3 years. The term may be extended for up to two additional one year extensions at the District's discretion. The Agreement may be terminated as provided in Paragraph 22 or 23. The services to be performed under each Task shall commence on the date the District signs the authorization letter for that Task, as provided in Paragraph 1.2.

3. PERSONNEL

3.1 The Consultant represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.

3.2 The Consultant will not subcontract any services to be performed by it under this Agreement without prior written approval of the District.

3.3 All of the services required hereunder will be performed solely by the Consultant or by subconsultants approved by the District. The Consultant, all subconsultants and subcontractors, and all personnel engaged in the work, shall be fully qualified and licensed, authorized and permitted as required under applicable State and local law to perform such services and shall be subject to approval by the District.

3.4 In connection with performance of services under this Agreement, Consultant shall not discriminate against any employee or qualified applicant for employment based on race, color, religion, ancestry, national origin, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code, as amended from time to time) or marital status.

3.5 The Consultant shall provide notice to the District and receive written approval prior to adding or removing network privileges for the Consultant's staff. The Consultant shall immediately notify the District upon the termination of any Consultant employee who previously held access credentials to the District's network.

3.6 The Consultant shall provide a minimum of 2 weeks' notice to the District if the Consultant intends to switch the designated Technical Advisory Manager assigned to the District. This change must be approved by the District in writing prior to the Consultant switching staff.

4. CHANGE ORDERS

4.1 No payment for extra services caused by a change in scope of work or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by the District as a written change order. The change order shall set forth the changes of work and extension of time for preparation and adjustment of the fee to be paid by the District to the Consultant.

5. DISTRICT'S RESPONSIBILITY

5.1 The District shall cooperate with the Consultant as may be reasonably necessary for the Consultant to perform its services, and the District will give any required decisions as promptly as practical so as to avoid unreasonable delay in the progress of the Consultant's services.

6. INDEPENDENT CONTRACTOR

6.1 The Consultant acknowledges and agrees that in performing services under this Agreement, the Consultant is, and at all times shall be, an independent contractor, and is not an agent or employee of the District. Except as required under this Agreement, the Consultant shall furnish such services in its own manner and method, and has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by the Consultant in the performance of the services hereunder. The Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

6.2 The Consultant acknowledges that the Consultant, and any subconsultants, agents or employees of the Consultant, shall not, under any circumstances, be considered employees of the District, and that they shall not be entitled to any of the benefits or rights afforded employees of the District, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

6.3 The Consultant acknowledges that Consultant performs services that are outside the usual course of District's business, and Consultant is engaged in an independently established trade, occupation or business of the same nature as the services performed for District.

7. CONSULTANT NOT AGENT

7.1 The Consultant and its subconsultants shall have no authority, express or implied, to act on behalf of or bind the District in any capacity whatsoever as agents or otherwise.

8. OWNERSHIP OF WORK

8.1 Unless otherwise specified in a proposal for a Task that has been accepted by the District, all reports, drawings, plans, specifications, CD-ROMs, USB flash drives, and printouts, studies, memoranda, computation sheets and other documents prepared by the Consultant in furtherance of the work shall be the sole property of the District and shall be delivered to the District promptly upon termination of this Agreement for any reason, and at such other times as may be requested by the District during the Term. The Consultant shall keep such documents and materials on file and available for audit by the District for at least 4 years after completion or earlier termination of this Agreement. The Consultant may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the District.

8.2 Any reports, information, data, or other material given or otherwise provided to the Consultant by the District, if any, under this Agreement, shall be the property of the District and shall not be made available to any individual or organization by the Consultant or its subconsultants, if any, without the prior written approval of the District. Such files and materials shall be maintained as described in Paragraph 8.1 above.

8.3 Consultant represents and warrants to the District that no document, method, process, product, or deliverable supplied by Consultant to the District for use by the District pursuant to this Agreement shall infringe upon any patent, copyright, trademark, trade secret, or other proprietary right of any person or entity. Consultant agrees to defend and indemnify District in accordance with section 17 of this Agreement for any alleged infringement in violation of this section.

9. CORRECTION OF WORK

9.1 The Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the District. The performance or acceptance of services furnished by the Consultant shall not relieve the Consultant from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness resulting from the Consultant's intentional or negligent acts, errors and/or omissions.

10. WAIVER

10.1 The waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

11. SUCCESSORS

11.1 This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or permitted assigns.

12. NO ASSIGNMENT

12.1 Neither party may assign or transfer this Agreement or any rights hereunder without the prior written consent of the other party. Such unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the party making such assignment or transfer.

12.2 This Agreement between the District and the Consultant shall pertain only to the benefit of the parties hereto, and no third party shall have any rights hereunder.

13. LAWS, REGULATIONS, AND PERMITS

13.1 The Consultant will give all notices required by law and will comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant will be liable for, and will bear all costs of, all violations of the law in connection with work furnished by the Consultant.

13.2 The Consultant agrees to observe all applicable usual wage and Labor Code requirements as set forth by the State of California, the County of Ventura, and the city or cities in which work is performed.

13.3 The Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, religion, sex, sexual preference, sexual identity, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, military status or any other characteristic protected by federal or state law or local ordinance. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

14. TIME OF THE ESSENCE

14.1 Time is strictly of the essence under this Agreement and each and every covenant, term and provision hereof.

15. AUTHORITY OF PARTIES

15.1 Each party hereby represents and warrants to the other party that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

16. ATTORNEYS' FEES

16.1 If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

17. INDEMNITY

17.1 Intent. If any term, provision, clause, or application of the indemnity provided for herein is found by a court of competent jurisdiction to be invalid, in violation of public policy, or unenforceable to any extent, such finding shall not invalidate any other term, provision or portion of this indemnity which shall continue in full force and effect. If there is determined to be any conflict between the terms of

this indemnity and the applicable provisions of California Civil Code Section 2782 or 2782.8, the broadest indemnity protection for the District that is permitted by law shall be provided by Consultant.

17.2 Indemnity. To the fullest extent allowed by law, Consultant shall defend, indemnify and hold harmless District and its directors, employees and officers from and against claims, losses, liabilities, suits and damages, including reasonable attorney's fees, which arise out of this Agreement and/or are caused by Consultant's negligent acts, errors or omissions, or willful misconduct in the performance of services under this Agreement. This indemnity will not apply to the extent any claim, loss, liability, suit, or damage is determined by a court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of District. Consultant's obligations to defend, indemnify and hold harmless District will not be restricted to insurance proceeds, if any, received by Consultant under any applicable policies required by this Agreement. Consultant's obligations to defend, indemnify and hold harmless District will survive termination of this Agreement.

17.3 Duty to Defend. Upon the District's request, the Consultant shall defend, at the Consultant's own cost, expense and risk, any and all claims, losses, liabilities, suits and damages, and all other legal proceedings of every kind that may be brought or instituted against Indemnitee, or any of them, that arise out of this Agreement and/or are caused by Consultant's negligent acts, errors or omissions, or willful misconduct in the performance of services under this Agreement. The District shall have the right, but not the obligation, to approve any counsel retained by the Consultant under this Paragraph 17.3, such approval not to be unreasonably withheld. Without limiting the Consultant's obligations under this Paragraph 17.3, the Consultant agrees that the District shall have the right to participate in the defense of any matters that relate to Indemnitee, or any of them, and that no action, claim, or suit shall be settled without the District's consent, such consent not to be unreasonably withheld. If, at any time, the District makes a good faith determination that a conflict exists with respect to the interests of the Consultant and any Indemnitee, then the District may retain independent counsel of its own choosing whose reasonable fees shall be paid by the Consultant.

17.4 No Waiver. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Indemnitee may have under applicable law, including any right to implied indemnity. The Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Indemnitee, or any of them.

18. INSURANCE

18.1 Liability Insurance. The Consultant shall, at Consultant's sole cost and expense, obtain and maintain at all times during the performance of the Task(s), services and/or activities required by this Agreement, as follows:

18.1.1 Coverage shall be at least as broad as the following:

(a) Coverage for Technology Errors & Omissions Liability (including Third-Party Cyber Liability) appropriate to the Consultant's profession covering liabilities arising from the Consultant's acts, errors or omissions for services, activities, Tasks rendered or that should have been rendered to and/or on behalf of the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least 5 years after the completion of all work performed under this Agreement. Consultant shall purchase a one-year extended reporting period (i) if the retroactive date is advanced past the effective date of this Agreement; (ii) if the policy is canceled or not renewed; or (iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement

(b) Coverage for Commercial General Liability as provided under Insurance Services Office (ISO) Occurrence Form CG 0001 (or a substitute form that provides equivalent coverage satisfactory to the District).

(c) Coverage for Commercial Automobile Liability, as provided under ISO Form Number CA 0001 (or a substitute form that provides equivalent coverage satisfactory to the District).

18.1.2 The Consultant shall at all times maintain the following minimum insurance coverage limits:

(a) Technology Errors & Omission Liability (including Third-party Cyber Liability). Three Million Dollars (\$3,000,000) per claim with an annual aggregate of Three Million Dollars (\$3,000,000).

(b) Commercial General and Umbrella Liability. One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

(c) Business Automobile and Umbrella Liability. A combined single limit of One Million Dollars (\$1,000,000) per accident applicable to both bodily injury and property damage.

18.1.3 The District, its directors, officers, employees, agents and volunteers are to be covered as additional insureds (collectively, "District Additional Insureds") under Consultant's Commercial General Liability Policy (using ISO additional insured endorsement CG 20 10 or a substitute endorsement satisfactory to the District that provides equivalent coverage) and under the Commercial Umbrella policy, if any. For any claims, including any litigation, related to the project(s), Tasks, services or an activity which is/are the subject of this Agreement, the Consultant's insurance shall be deemed primary insurance with respect to any other insurance afforded to the District Additional Insureds.

18.1.4 In the event any change is made under any of the policies specified within this Agreement, including, but not limited to, the insurance carrier providing coverage, to the scope of any of the coverage provided thereunder and/or, to the dates for which any of the required policies are in force, as specified under this Agreement, the Consultant shall file insurance certificates and endorsements reflecting these changes in accordance with the requirements of Paragraphs 18.1.3 and 18.5 herein within 7 days of the change being implemented. In the event any change is made under any of the policies specified within this Agreement with respect to Consultant's professional liability coverage, to the retroactive date, the Consultant shall notify the District within 7 days of the change being implemented.

18.2 Workers' Compensation and Employer's Liability Insurance. The Consultant and all of its subconsultants shall cover and insure all of their employees employed directly by them or through subconsultants in carrying out the Tasks contemplated under this Agreement, in accordance with all applicable laws relating to workers' compensation insurance, including without limitation the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California, as such laws may be amended from time to time. The Consultant shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

18.3 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared by the Consultant to the District prior to the execution of this Agreement, and approved by the District in writing.

18.4 Acceptability of Policies and Insurers. All insurance policies and coverage required under this Agreement shall be provided on policy forms satisfactory to the District and subject to the District's approval. All insurance policies required by the Agreement are to be underwritten by insurers having a current financial strength/financial size rating with A.M. Best's of no less than A-:VII , unless otherwise approved by the District, in writing, in advance of the execution of this Agreement.

18.5 Evidence of Insurance/Certificates of Insurance. Prior to execution of this Agreement, the Consultant shall file with the District a certificate or certificates of insurance (ACORD 25 or equivalent) signed by an authorized representative of the issuing insurer, confirming that each of the policies and coverages required under this Agreement, including the required endorsements to form part thereof, are in full force and effect. The Consultant will, upon demand by the District, deliver to the District within fifteen (15) business days accurate and complete copies of all policies or any policy of insurance required under this paragraph, including all endorsements, and the receipts for proof of payment of premiums thereon. At the District's option, Consultant may also be required to submit proof of satisfactory insurance coverage in force for subconsultants retained by the Consultant.

18.6 Subconsultants. In the event that the Consultant employs other consultants (subconsultants) with respect to any services covered by this Agreement, the Consultant will require and confirm to the District in writing that each subconsultant meets the minimum insurance requirements specified above, unless lesser insurance requirements are approved by the District at the time the District approves the use of the subconsultant.

18.7 Term of Insurance Policies and Coverages. All insurance policies and coverage required under this Agreement shall remain in full force and effect at all times through completion of all Tasks, services, and/or activities required by this Agreement.

19. SAFETY

19.1 The Consultant shall execute and maintain the Consultant's work so as to avoid injury or damage to any person or property.

19.2 The Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. The Consultant will further comply at all times with all federal, state and local statutory and regulatory requirements applicable to the work, including without limitation, State of California, Division of Industrial Safety (Cal/OSHA) regulations.

20. CONFIDENTIALITY AND SECURITY

20.1 Confidentiality. All information and materials obtained by Consultant from the District and/or learned by Consultant about the District's facilities and electronic systems ("Sensitive Information") shall be deemed to be confidential and shall not be used by Consultant for any purpose other than as required by this Agreement. Consultant agrees that, except to the extent necessary to perform any Task, it shall keep all Sensitive Information confidential from anyone outside of its organization. Disclosure of this Sensitive Information has the potential to pose a significant risk to public health and safety. Consultant shall secure all Sensitive Information received from the District or from another source in relation to any Task. Prior to sharing any Sensitive Information with a third party, including, but not limited to, subcontractors, Consultant shall ensure that such party executes an agreement requiring compliance by that third party with the confidentiality provision of this Agreement. Consultant shall return to the District, provide evidence of destruction of, or otherwise secure to the District's satisfaction, all documents or other materials containing Sensitive Information when any Task is

completed. This confidentiality requirement shall survive termination of this Agreement. This information may be disclosed pursuant to law, subpoena, or court order.

20.2 Security. Consultant shall limit access to the Calleguas network to authorized individuals. Consultant shall submit a roster of authorized individuals to Calleguas and update that roster by January 7 each year. Also, Consultant shall immediately notify Calleguas if an authorized individual leaves the employment of the Consultant and submit an updated authorized individual roster within 72 hours. Calleguas network log-in credentials for all authorized individuals shall be required to be changed no less often than every 12 months.

21. NOTICES

21.1 Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery, sent by certified mail, postage prepaid/return receipt requested, by overnight delivery or by facsimile, addressed as follows:

If to the District: General Manager
 Calleguas Municipal Water District
 2100 Olsen Road
 Thousand Oaks, CA 91360-6800
 Fax: (805) 522-5730

If to the Consultant: _____

Any such notice shall be deemed to have been given and received on the earlier of personal delivery, or if mailed, on the expiration of forty-eight (48) hours after being delivered in the United States Mail or on the delivery date or attempted delivery date shown on the return receipt, air bill, or facsimile.

22. TERMINATION FOR CONVENIENCE (Without Cause)

22.1 This Agreement may immediately terminate on the mutual written consent of the District and the Consultant. Further, either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to other party. If this Agreement is thus terminated by the District without cause, the District shall pay the Consultant a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be the Consultant's exclusive remedy for termination without cause.

23. DEFAULT

23.1 In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. This Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

23.2 Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for the

Consultant's obligation to promptly reimburse the District for (1) any payments made by the District for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the District in obtaining substitute performance. Notwithstanding the foregoing, if the District terminates this Agreement for cause, the District will have the right to withhold monies otherwise payable to the Consultant until the Task is completed. If the District incurs additional costs, expense, or other damages in connection with such termination for cause, the District may deduct such amounts from the amounts otherwise payable to the Consultant. Should the amounts withheld exceed the amounts deductible hereunder, the District shall remit the balance to the Consultant upon completion of the Task. Should the additional costs, expenses, or other damages exceed the amounts withheld, the Consultant shall be liable for, and shall promptly remit to the District, the difference.

23.3 The provisions of Paragraphs 22 and 23 shall not relieve the Consultant of its ongoing obligations under this Agreement, including but not limited to Paragraph 8, Ownership of Work; Paragraph 9, Correction of Work; Paragraph 13, Laws, Regulations, and Permits; Paragraph 16, Attorneys' Fees; Paragraph 17, Indemnity; Paragraph 18, Insurance; Paragraph 19, Safety; Paragraph 20, Confidentiality and Security; Paragraph 21, Notices; and Paragraph 24, Maintenance and Inspection of Records.

24. MAINTENANCE AND INSPECTION OF RECORDS

24.1 The District or its authorized representatives shall have access to and the right to audit and reproduce any of the Consultant's records to the extent the District is properly entitled under this Agreement or for other purposes relating to this Agreement.

24.2 The Consultant shall maintain and preserve all such records for a period of at least 4 years after termination of this Agreement.

24.3 If the Consultant does not maintain all such records in Ventura County, the Consultant shall, upon request, promptly deliver the records to the District or reimburse the District for all reasonable and extra costs incurred in conducting the audit at a location other than the District, including, but not limited to, such additional expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

25. STANDARD OF CARE

25.1 The Consultant's performance of all services, obligations, and responsibilities under this Agreement will be in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar circumstances.

26. CERTIFICATION OF NO CONFLICT

26.1 The Consultant hereby represents, warrants and certifies to the District that no member, officer or employee of the Consultant is a director, officer, employee or board member of the District.

27. INTERPRETATION

27.1 Applicable Law; Venue. This Agreement and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California. The parties further agree that this Agreement is entered into in the City of Thousand Oaks, California, and that all claims or controversies arising out of or related to performance

under this Agreement shall be submitted to and resolved in the appropriate forum within Ventura County, California at a place to be determined by the rules of the forum.

27.2 Entire Agreement. This Agreement, including each signed proposal, signed authorization letter, and any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

27.3 Written Amendment. This Agreement may only be changed by written amendment signed by the Consultant and an authorized representative of the District. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

27.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

27.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

27.6 No Prejudice to Drafting Party(ies). In construing this Agreement, none of the Parties shall have any term or provision construed against them solely by reason of such Party having drafted the same. In addition, in the event of any dispute, words utilized in this Agreement are to be interpreted in accordance with their most common construction and usage in accordance with the most current Webster’s English dictionary definition and meaning in effect at the time of the signing of this Agreement. Punctuation and/or capitalization are not intended to alter such meanings or to attach any special significance to terms utilized in this Agreement.

27.7 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

27.8 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any electronic signature must utilize technology that complies with California Government Code Section 16.5.

CONSULTANT

By _____
(Signature)

Date

(Print Name)

Its _____
(Print Title)

(If the CONSULTANT is a corporation, the Agreement shall be signed above by one of the following: Chairman of the Board, President or any Vice President)

By _____
(Signature)

(Print Name)

Its _____
(Print Title)

Date

(If the CONSULTANT is a corporation, the Agreement shall also be signed above by one of the following: Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer)

CALLEGUAS MUNICIPAL WATER DISTRICT

Kristine McCaffrey, P.E., General Manager

Date