



## **REQUEST FOR PROPOSAL**

FOR

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

Proposal Due: March 2, 2016 by 4:00 p.m.

Big Bear Area Regional Wastewater Agency  
121 Palomino Drive  
P.O. Box 517  
Big Bear City, CA 92314

## 1. PURPOSE OF THE REQUEST FOR PROPOSAL

The Big Bear Area Regional Wastewater Agency (BBARWA) is seeking comprehensive managed technology infrastructure and network services. The selected Consultant will provide support for hardware (servers, switches, desktops, laptops, tablets, router, firewall, network appliance), network software, monitoring, help-desk, back-ups, remote access and on-site support, email maintenance and support, security, and disaster recovery. To accomplish this it is expected that the selected Consultant will be able to work effectively with other BBARWA vendors (such as proprietary software vendors, telecommunications vendors, and internet service providers) and staff to make the IT System a seamless process to the end-user.

It is also expected that the selected Consultant will assist management with long-term planning to keep systems current and functional in the most cost-effective manner possible. Additionally, they will work with BBARWA's key management staff to develop and implement a day-to-day tracking and prioritization system for work order requests from the various departments.

The overall goal of this RFP is to procure long-term, comprehensive, reliable, timely, proactive IT management and support that will promote the mission of BBARWA in serving its ratepayers. BBARWA is using a competitive negotiation process to award a contract to the successful Consultant. Although cost is a significant criterion for selection, BBARWA will be awarding its contract based upon all the criteria listed in this RFP.

## 2. INTRODUCTION

The local area is a four-season resort destination in the San Bernardino Mountains of Southern California. The economy is driven by tourists and a large, part-time population of second-home owners. BBARWA provides wastewater collection and treatment services to approximately 25,000 residential and commercial customers throughout the area.

## 3. BACKGROUND

IT management services are currently performed in-house, by an Agency employee. Beginning in 2016, the Agency is planning to contract for IT management services.

BBARWA has approximately 15 employees with varying levels of computer knowledge. The most important components of BBARWA's IT needs are 1) maintenance of the Sage 50 Accounting and Sage Fixed Assets software currently used by the Finance Department for financial accounting and reporting purposes (including the back up of Sage 50 Accounting data files offsite), 2) maintenance of the MS Office applications including Outlook programs on applicable computers using BBARWA Gmail accounts and 3) making sure that the SCADA computer is working and communicating properly with the remote sites. IT support is needed to ensure that the hardware and other software interfaces are maintained at the highest level.

**4. BBARWA CONTACT**

Any questions regarding this request for proposal should be directed to:

<b>Name</b>	Jennifer McCullar
<b>Phone</b>	(909) 584-4522
<b>FAX</b>	(909) 585-4340
<b>Email</b>	jmccullar@bbarwa.org
<b>Website:</b>	www.bbarwa.org

**5. PROPOSAL SUBMISSION**

Please submit **four (4) separately sealed copies** of your complete proposal to:

Big Bear Area Regional Wastewater Agency  
 Attn: Jennifer McCullar  
 PO Box 517  
 121 Palomino Drive  
 Big Bear City, CA 92314-0517

The outer envelopes in which the proposals are submitted should be marked, "Proposal for Information Technology Management Services for BBARWA".

**6. FACILITIES TOUR**

Consultants may attend a facilities tour (see Events Section for date and time). Please call and confirm if you plan to attend this meeting.

**7. DUE DATES**

All proposals are due by 4:00 PM Pacific Time on Wednesday, February 10, 2016. Any proposal received after the time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be evaluated for award and will be returned unopened.

**8. ORIGINAL SIGNATURE**

A cover letter, signed by either the owner of the company, sole proprietor, or other representative authorized to bind the Consultant, must accompany every response to the RFP in order for it to be considered.

**9. AUTHORITY**

All proposals should include a statement indicating that the submitter is authorized to offer this proposal by his/her company and may bind the company under contract if selected.

## 10. PRESENTATION/INTERVIEW

BBARWA may ask a Consultant to make a presentation or consent to an interview. If an interview is requested, the proposed key project staff, as identified in the Proposal, should be in attendance.

## 11. SCHEDULE OF EVENTS

Event	Projected Date*
1. Advertisements placed soliciting proposals	January 27 and February 3, 2016
2. RFP Distribution to Consultants; Available on Website	January 27, 2016
3. RSVP deadline for site tour	February 10, 2016
4. Site Tour (optional but recommended, weather permitting)*	February 12, 2016
5. Deadline for submitting questions	February 12, 2016
6. Response to questions posted on www.bbarwa.org	February 19, 2016
7. Proposal Due Date – 4 p.m.	March 2, 2016
8. Proposal opening and evaluation	March 2 - 4, 2016
9. Presentations/interviews (at BBARWA’s discretion)*	March 14 - 16, 2016
10. Recommendation presented to Board of Directors	March 23, 2016
11. Anticipated decision and selection of Consultant	March 23, 2016
12. Transition Planning Meeting (tentative)	March 28 - April 1, 2016
13. Transition of Services	April 1 - 29, 2016
14. Full Service Transition	May 1, 2016

\*The above scheduled dates are tentative and BBARWA retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind BBARWA to award a contract for the above-described professional services and BBARWA retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

## 12. GUIDELINES FOR PROPOSAL PREPARATION

### 12.1. PROPOSAL SUBMISSION

Award of the contract resulting from this RFP will be based upon the responsive and responsible Consultant whose offer will be the most advantageous to BBARWA in terms of functionality, cost, and other factors as specified elsewhere in this RFP.

BBARWA reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Consultant
- Accept other than the lowest priced offer
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers

## 13. SCOPE OF WORK

**It is important to note that the Agency currently has a peer-to-peer Windows network and will be transitioning to a more optimal system. The scope of work outlined below, assumes a client-based network architecture; however, options for future structures may include something different, such as a cloud-based network. The determination of a future structure will likely be based on recommendations made during the RFP process.**

### 13.1. REQUIREMENTS

The company awarded this contract will work with key management staff and the Laboratory Director to provide a seamlessly integrated system of support for all IT services.

**Network Administration:** This consists of a variety of tasks required to initiate, adjust and implement network functions including, but not limited to:

- Creation of new user accounts to include e-mail, security group assignments and individual file access privileges.
- Creation of system accounts for all hardware and devices on the network, including implementation and maintenance of associated device drivers (i.e. network printers).
- Mapping of network resources such as shared file storage drives (i.e. G, X: drives) and network printers.
- Removal of user accounts to include archival of e-mail and file system data.
- Creation of or adjustments to security groups.
- Administration and updating of virus and malware protection on all computers.
- Documentation of current configuration and status of network system.
- Firewall administration.
- Service pack installations.

- Change passwords at least every six months.
- Update web site.
- Maintain video surveillance system (replace cameras and DVR as needed and backup video files to bulk storage file).
- Maintain LonSpec control software on HVAC personal computer.

**Infrastructure Maintenance and Management:** Ensuring consistent performance, maximizing “up-time” and minimizing system failures is largely dependent upon applying due diligence in performing routine maintenance and management tasks. These tasks include but are not limited to:

- Regular updates to operating systems, running applications, and hardware/firmware for infrastructure computer systems, and special purpose devices (VoIP, SCADA computer).
- Optimization of processes and disk storage to ensure systems are performing well and in good working order.
- Monitoring and adjusting data backup and recovery systems to include new or changing data sources as required. Testing of data restoration processes must be regularly tested to validate effectiveness in the event of a system failure.
- Updating and distributing updates for Virus/Malware systems and definitions to client computers and servers.

**Equipment Lifecycle Management:** As the pace of technology development moves forward, it is prudent to plan for replacement of older equipment and software so that the overall system remains current, supportable and so that the risks of failures due to age are minimized. The following are to be covered in the proposal:

- Full service manufacture warranty and support contracts need to be maintained for the entire term of use on all of the following:
  - Client computer equipment
  - Network accessible printing equipment
  - Network infrastructure equipment (firewall, VPN, Switches, WiFi access points, etc.)
  - Telephone switches and all user telephone devices
  - Mobile equipment such as laptops or tablets (i.e. iPads)
- Application software systems major upgrades or replacements need to be continually evaluated and planned for as appropriate. Minor updates to these systems are completed on a regular basis as described above (Infrastructure Maintenance and Management).
- Equipment replacements of aged units should be planned and implemented in such a way to reduce or eliminate impact on the overall network or the individual user. This means that equipment must be pre-staged with appropriate configuration to adequately replace the existing equipment prior to actual installation. Consultant is to determine appropriate hardware specifications for hardware replacement, interfacing with third-party providers if

necessary, and obtain competitive quotes for replacement hardware.

- Consultant is to ensure that hard drives and sensitive information is scrubbed from obsolete hardware and equipment is disposed of in accordance with hazardous waste standards.
- Consultant is to monitor lifecycles and service contracts for all hardware and advise management of end of life or impending service contract expiration at least 6 months prior to expiration.

**General User Service Requirements:** General user requests are constantly being generated. Some requests can be dealt with in a matter of just a few minutes with remote connectivity, while others may take several hours or days to resolve. Expected on-site hours total 2 hours per month but could be as few as none or as many as is needed.

**Consultation:** Effective planning for the daily operations and long-term support of the technology infrastructure requires continual communication and agreement on direction and priority. Communicate new developments in technology that could improve efficiency and/or effectiveness of IT operations.

**Insurance:** The successful Consultant shall obtain and maintain all insurance required under BBARWA's Professional Services Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference..

### **13.2. OUTCOME AND PERFORMANCE STANDARDS**

Some tasks may be completed remotely using a virtual private network (VPN) or similar remote access programs. Other tasks must be completed on-site. Tasks are divided into three categories:

- 1) Scheduled Tasks – previously scheduled with concurrence of BBARWA Staff
- 2) Priority Unscheduled Tasks – preferred response time 24 hours or less
- 3) Emergency Tasks – preferred response time 2 hours

### **13.3. DELIVERABLES**

Effective May 1, 2016, Consultant must be prepared to meet the performance standards. By May 30, 2016, contractor must provide a list of any and all vulnerabilities identified with BBARWA's current IT System. By July 31, 2016, contractor must provide a lifecycle replacement plan.

### **13.4. TERM OF CONTRACT**

Contract term will be one year with options to renew for two additional years and with the right to cancel as outlined in the template Professional Services Agreement (Exhibit A).

### **13.5. PAYMENTS, INCENTIVES AND PENALTIES**

Contract prices quoted by Consultant are to include all costs associated with the proposal. No additional fees will be paid unless agreed to in writing in advance by BBARWA.

### **13.6. EXCEPTIONS CERTIFICATION TO THIS RFP**

In submitting a proposal in response to this RFP, each prospective Consultant is certifying that it takes no exceptions to this RFP including, but not limited to, the Professional Services Agreement (Exhibit A). If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, each prospective Consultant is directed to carefully review the proposed Professional Services Agreement and, in particular, the insurance and indemnification provisions therein.

## **14. REQUIREMENTS FOR PROPOSAL PRESENTATION**

Please respond to the following in your proposal. Please use the same order and titles to help facilitate scoring your proposal.

### **14.1. GENERAL COMPANY INFORMATION**

Provide a profile of your company, including background and history, size, locations, certifications, credentials, etc. Please provide details of your company's practices for staying current on regulations, legislation, certifications, and compliance. Describe all staff that will be utilized to perform contractual duties under your proposal, and their certifications, experience, and duties.

Provide references of similar sized or larger agencies that proposer is currently managing or has managed.

### **14.2. SECURITY**

- Describe your strategy for securing your client's data. Include your company's policies as well as any security certificates that you possess.
- Describe your company's security certification and expertise.

### **14.3. NETWORK ARCHITECTURE AND SUPPORT**

BBARWA is seeking to transition from its existing peer-to-peer Windows network to either a client-server based network or to a cloud services based network. Our existing network is outdated and subject to vulnerabilities. A client-server based network is the traditional upgrade from a peer-to-peer network, however, with the maturation of cloud-based computing we would like to explore the possibilities of transitioning directly from a peer-to-peer network to a cloud-based network. If your proposal upgrades our existing network, the network proposed must meet all of the objectives listed in this RFP, but will not necessarily have to provide support for existing networking equipment that is not required by a new network. Please describe the network architecture that your organization is proposing, any new products or equipment that the network will require, and the support that you will provide. Please include descriptions and costs for the following, as well as the timing for completion of the transition.

- Hardware requirements
- Software requirements



- Subscriptions needed
- Training provided
- On-site support available – please include a support schedule and on-call support response times
- On-line support available – please include the type of on-line support, whether telephone support, on-line chat support, remote access or other type of support
- Timetable for implementation of your proposal

#### **14.4. CLIENT RELATIONSHIP MANAGEMENT**

- Describe how you would manage relationship within BBARWA.
- Resumes (including dates of all relevant experience) of all staff expected to support BBARWA and an organization chart or other explanation which outlines the reporting relationships.
- Describe how you will propose changes in technicians assigned to the contract.
- Describe all support staff that would be expected to serve BBARWA, including executive, project, and account staff.
- Describe the responsibilities of each individual proposed to be assigned to BBARWA's account
- Describe the hours of operation for on-site staff as well as help desk staff.
- Describe how afterhours support would be available.
- Describe how you would report to BBARWA contacts and users about status of systems, elicit needs of users, needs for change, etc.

#### **14.5. SERVICE LEVELS**

- Describe service levels you will provide to BBARWA. Failure to meet agreed upon service levels may result in termination of the contract.
- Describe your work order/trouble ticket system
- Describe availability of key staff during normal business hours
- Describe how staff is available 24/7
- Provide your guaranteed response time for issues dependent upon severity and time of day
- Provide your average response time for after hours issues
- Scheduled down times for routine maintenance
  - How are scheduled down times determined; how communicated?
- Describe your communication strategy for keeping clients informed of system conditions and changes.
- Describe how you would assist BBARWA's key management to strategically plan to insure that BBARWA's IT system retains its usefulness, viability, compatibility, and dependability.
- Describe your plans for disaster recovery.
- Describe how major software upgrades would be applied and what upgrades would require additional fees.

#### **14.6. CHANGE CONTROL**

BBARWA requires preapproval by the General Manager, or other designated staff, of any changes made to the computing environment.

Please discuss how you would institute change control in BBARWA's computing environment.

#### **14.7. MONITORING**

- Describe your monitoring tools and strategies to monitor and insure the stability of the computing environment at BBARWA.
- Describe how these monitoring results would be communicated to BBARWA.

#### **14.8. DOCUMENTATION AND RECORDS**

- Describe how you would document and record maintenance, installation, performance, and changes to the system.
- Describe the documentation that you would make available to BBARWA at the end of the contract period.
- Describe how you would maintain confidentiality in strict conformance with HIPPA and other confidentiality laws and regulations.

#### **14.9. FEES**

Please provide all fees associated with the proposed contract for services. The following should be included in your base bid:

- Fees for service initiation
- On-going monthly fees and what is included and excluded.

Optional fees:

- Extra work which is outside the proposal
- Optional ongoing services
- Ad-hoc services
- Escalation fees
- Off site disaster recovery
- Response and emergency fees

### **15. EVALUATION FACTORS FOR AWARD**

#### **15.1. CRITERIA**

Any award to be made pursuant to this RFP will be based upon the proposal, with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Consultant's responsiveness to the RFP, ability of the Consultant to meet the needs of BBARWA and pricing covered by the RFP.

The following will be the primary considerations in evaluating proposals and in the selection of a Consultant:

1. An assessment of the Consultant's ability to deliver the indicated services in accordance

- with the specifications set out in this RFP.
2. The Consultant's stability, experiences, and record of past performance in delivering such services.
  3. Availability of sufficient, high-quality Consultant personnel with the required skills and experience for the specific approach proposed.
  4. Overall cost of Consultant's proposal.
  5. Consultant's compliance with the response format requested in Section 14.
  6. Completion of all required responses.

## **16. DESCRIPTION OF ENVIRONMENT AND EXISTING INFRASTRUCTURE**

The following information should be used to determine the scope of this project and provide pricing for this engagement.

BBARWA currently has 15 full-time employees, 9 of whom actively use desktop computers. Additionally, BBARWA has several tablet devices that are used by staff.

BBARWA's IT needs are currently managed in-house by the Agency's Laboratory Director.

### **16.1. NET WORK ASSESSMENT**

A recent network assessment identified 11 computers in use. Eight computers are on Windows 7, three computers use Windows 10, one laptop uses 8.1 and one laptop uses Windows 7. There are currently 9 iPads. There is 1 shared printer and a number of remote printers.

#### **Hardware Infrastructure Report – December 18, 2015**

- 10 desktop computers
- 2 laptop computers
- 1 SCADA computer
- 1 TP-Link router
- 1 Linksys WiFi router
- 1 Netgear WiFi router
  - 2 3com network switches
  - 1 Netgear network switch
  - 1 SML network switch
  - 1 Avaya VoIP phone system with separate server
  - 11 Avaya phones
  - 9 ipads, 3G, potential to add more iPads or Windows Surface Pro devices)

#### **Supported Applications Report – December 18, 2014**

##### **Operating Environments:**

- Client Operating Systems -
- MS Windows 7 Professional 32 bit
  - MS Windows 7 Professional 64 bit
  - MS Windows 8.1
  - MS Windows 10.0 Professional

##### **Hosted User Applications:**

- Sage 50 Accounting

Sage Fixed Assets

**Hosted Support Applications:**

None

**Client User Applications:**

Microsoft Office 2007 Professional

Google Chrome

Internet Explorer

Mozilla Firefox

Adobe Acrobat

Filezilla FTP

Filemaker Pro

Quark

**Client Support Applications:**

Adobe Flash Player

Java Script for Internet Explorer

**Third Party providers:**

Charter Business (ISP, Fiber, PRI phone service)

## **17. CONFIDENTIALITY OF PROPOSALS**

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by BBARWA and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either BBARWA and the successful proposer have completed negotiations and entered into an agreement or BBARWA has rejected all proposals. All correspondence with BBARWA including responses to this RFP will become the exclusive property of BBARWA and will become public records under the California Public Records Act. Furthermore, BBARWA will have no liability to any proposer or other party as a result of any public disclosure of any proposal or the executed professional services agreement.

If a proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a proposer submits trade secret information, the proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, BBARWA may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, BBARWA will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

## **18. NO COMMITMENT TO AWARD**

Issuance of this RFP and receipt of proposals does not commit BBARWA to award a contract. BBARWA expressly reserves the right to postpone the procurement process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFP. BBARWA further reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposers’ costs for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

## **19. PRICE VALIDITY**

Prices provided by proposers in response to this RFP are valid for 180 days from the proposal due date. If awarded, BBARWA intends to award the contract within this time but may request an extension from the proposers to hold pricing until negotiations are complete and the contract is awarded.

## **20. PROTEST PROCEDURE**

Proposer may protest a contract award if the proposer believes that the award was inconsistent with BBARWA policy or this RFP is not in compliance with law. A protest must be filed in writing with BBARWA (email is not acceptable) within five (5) business days after receipt of notification of the Contract award. Any protest submitted after 2:00 p.m. of the fifth business day after notification of the Contract award will be rejected by BBARWA as invalid and the proposer's failure to timely file a protest will waive the proposer's right to protest the contract award. The proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

BBARWA will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. BBARWA shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. Action by BBARWA relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or other legal proceedings.

## **21. EXHIBITS**

Exhibit "A" Professional Services Agreement



## **BIG BEAR AREA REGIONAL WASTEWATER AGENCY PROFESSIONAL SERVICES AGREEMENT**

### **1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 201\_\_, by and between the Big Bear Area Regional Wastewater Agency, a California joint powers authority with its principal place of business at 121 Palomino Drive, Big Bear City, California 92314 (“BBARWA”) and [ **COMPANY NAME** ], a [ **TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY** ] with its principal place of business at [ **ADDRESS** ] (“Consultant”). BBARWA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### **2. RECITALS.**

2.1 BBARWA. BBARWA is a joint powers authority organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by BBARWA on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **managed information technology services** to public clients in the State of California, and is familiar with the plans of BBARWA.

2.3 Project. BBARWA desires to engage Consultant to render such services for the **managed information technology services** project (“Project”) as set forth in this Agreement.

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to BBARWA all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional information technology services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” (Request for Proposal – Managed IT Services) attached hereto and incorporated herein by reference and Exhibit “B” (Consultant’s Proposal). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [START DATE TBD] to June 30, 2016 unless earlier terminated as provided herein. BBARWA shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. BBARWA retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of BBARWA and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, BBARWA shall respond to Consultant's submittals in a timely manner. Upon request of BBARWA, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of BBARWA.

3.2.4 Substitution of Key Personnel. Consultant has represented to BBARWA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of BBARWA. In the event that BBARWA and Consultant cannot agree as to the substitution of key personnel, BBARWA shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to BBARWA, or who are determined by BBARWA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of BBARWA. The key personnel for performance of this Agreement are as follows: [NAMES].



3.2.5 BBARWA's Representative. BBARWA hereby designates **Danielle D. McGee**, or her designee, to act as its representative for the performance of this Agreement ("BBARWA's Representative"). BBARWA's Representative shall have the power to act on behalf of BBARWA for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than BBARWA's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **[NAME OR TITLE ]**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with BBARWA staff in the performance of Services and shall be available to BBARWA's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a valid Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from BBARWA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by BBARWA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to BBARWA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to BBARWA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold BBARWA its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability

arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to BBARWA that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to BBARWA that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by BBARWA to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) BBARWA and its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects BBARWA and its

officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by BBARWA or its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) BBARWA and its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects BBARWA and its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by BBARWA or its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against BBARWA and its officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to BBARWA; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to BBARWA and its officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to BBARWA and its officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by BBARWA. Consultant shall guarantee that, at the option of BBARWA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects BBARWA and its officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to BBARWA.

3.2.10.8 Verification of Coverage. Consultant shall furnish BBARWA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to BBARWA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by BBARWA if requested. All certificates and endorsements must be received and approved by BBARWA before work

commences. BBARWA reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [**WRITTEN DOLLAR AMOUNT**] (**[\$NUMERICAL DOLLAR AMOUNT]**) without written approval of BBARWA's Board of Commissioners. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to BBARWA a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. BBARWA shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in advance in writing by BBARWA.

3.3.4 Extra Work. At any time during the term of this Agreement, BBARWA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by BBARWA to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from BBARWA's Representative.

3.3.6 Service Rates. In the event that this Agreement is renewed pursuant to Section 3.1.2, if the Parties do not both agree to another Service Rate, the Service Rates shall be automatically adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties ("CPIU").

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of BBARWA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. BBARWA may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to BBARWA, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, BBARWA may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, BBARWA may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**BBARWA**  
P.O. Box 571  
121 Palomino Drive  
Big Bear City, California 92314  
Attn: XXXXX

**Consultant**  
[ \_ INSERT NAME \_ ]  
[ \_ INSERT ADDRESS \_ ]  
[ \_ INSERT ADDRESS \_ ]  
Attn: [ \_ INSERT NAME \_ ]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for BBARWA to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that BBARWA is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by BBARWA. BBARWA shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at BBARWA’s sole risk. Any CADD data delivered to BBARWA shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of BBARWA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use BBARWA’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of BBARWA.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold BBARWA and its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or

incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against BBARWA or its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against BBARWA or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse BBARWA, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by BBARWA or its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 BBARWA's Right to Employ Other Consultants. BBARWA reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of BBARWA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to BBARWA include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, BBARWA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of BBARWA, during the term of his or her service with BBARWA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. 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, religion, color, national origin, handicap, ancestry, sex or age. 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.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Compliance with BBARWA Policies. Consultant certifies that it shall comply with all applicable BBARWA policies at all times during the performance of all work governed by this Contract.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which



shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of BBARWA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE.]**

DRAFT

**BIG BEAR AREA REGIONAL  
WASTEWATER AGENCY**

**[CONSULTANT'S NAME]**

By: \_\_\_\_\_  
Steven Schindler Date  
General Manager

By: \_\_\_\_\_  
[NAME] Date  
[TITLE]

*Attest:*

By: \_\_\_\_\_  
Date

*Approved as to form:*

\_\_\_\_\_  
Best, Best & Krieger LL Date  
Agency Counsel

DRAFT

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Request for Proposal  
Information Technology Management Services  
January 6, 2015

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**[Consultant Proposal]**

THE CONSULTANT SHALL DILIGENTLY AND CONTINUOUSLY UNDERTAKE THROUGH COMPLETION ALL WORK REQUIRED UNDER THIS AGREEMENT

DRAFT

**EXHIBIT “C”**

**COMPENSATION**

**[RATES & AUTHORIZED REIMBURSABLE EXPENSES]**

DRAFT