Request for Proposals
Server Systems Infrastructure Upgrade

October 18, 2016

Invitation
The Midpeninsula Regional Open Space District ("District") wishes to engage a professional consultant to conduct a Server Systems Infrastructure Upgrade. The selected firm or individual ("Consultant") will be responsible for completing the activities outlined in the objectives and will be expected to work closely with the District to develop a system that is intended to meet IT infrastructure business needs for the next five to seven years.

The District invites consultants to submit proposals in accordance with the terms, conditions, and specifications contained in this document. Please complete the proposal per the following instructions: Five (5) printed and bound paper copies of each final proposal as well as an e-mail with the proposal in PDF format are to be submitted by November 7, 2016 at 5pm. Proposals should be sent to:

Benny Hsieh, IT Program Administrator
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
P: (650) 691-1200
bhsieh@openspace.org

Description
The Midpeninsula Regional Open Space District was established in 1972. Today the District encompasses an area of 556 square miles in Santa Clara County, San Mateo County, and a small portion of Santa Cruz County; and manages over 65,000 acres of land in 26 open space preserves that include some 225 miles of trails open to the public. The District employs around 150 staff located across four offices with the mission:

To acquire and preserve a regional greenbelt of open space land in perpetuity; protect and restore the natural environment; and provide opportunities for ecologically sensitive public enjoyment and education.

The District has recently completed a five-year IT Master Plan in late 2015. One of the objectives outlined in the plan is an update of the District’s aging IT infrastructure. In early 2016, the District completed an upgrade of clients that allows a mobile computing workforce consisting of Windows 10 and Office 2016. Along with this upgrade, e-mail and collaboration
services offered by Office 365 are currently being adopted and put into service by IT staff. For the next phase, the District is looking to update its back-end operations for server and network services.

**Current IT Infrastructure**

The District is operating on a mix of Windows Server 2008 and 2012 loads, both in physical and virtualized environments. Physical servers at the main administrative office include Windows Server 2008 R2 and 2012. These server loads host the domain controller functions, various network services (e.g. DHCP, DNS), shared file repositories, and remote desktop services. Furthermore, each remote office location operates a physical server that operates localized domain controller services, print services, and additional file repository shares.

Virtualized workloads operate on Windows Server 2008 and 2012 R2 and include additional network services such as printing, software volume activation, Active Directory sync to Office 365/Azure, and Exchange 2016 tools for remote Office 365 Exchange management.

The District’s ERP systems are also hosted as virtual workloads which include financial, payroll, timekeeping, and HR functions. These virtualized ERP systems will not need to be considered for migration as the District anticipates moving to a hosted solution provided by the ERP vendor.

Two legacy servers running Windows 2000 and 2003 are kept for historical purposes. These include finance (Physical; Fundware) and HR (Virtualized; ADP PC Payroll) systems.

The District has also recently completed a network infrastructure upgrade that consists of HP ProCurve switches with the following ProCurve models: 3500yl, 2920, and 2530. While the District currently operates on a flat network, VLANs have been configured and are ready to be utilized with the IT infrastructure upgrade.

Remote offices are linked through site-to-site VPN through the Internet to the main administrative office via a 100Mbps fiber circuit. Remote sites are expecting upgrades to dedicated Internet services at 12Mbps, 24Mbps, and 50Mbps (currently at 1.5Mbps, 2Mbps, and 12Mbps).

**Primary Objectives**

The District is seeking the professional support of a Consultant to design and implement an upgrade of IT systems and services that will bring the back-end IT operations up-to-date on systems and best practices. These tasks include but are not limited to:

- Virtual Server Upgrade; Migration of virtualized guests to new virtual machine hosts.
- Migration of physical legacy server (Fundware) to virtual.
- Domain Elevation
• Network Services Migration
• Assist in software licensing recommendations and requirements
• Installation and configuration of Microsoft SQL 2016 for future use
• Migration of folders, files, and permissions to new systems.
• Assist in reconfiguration, implementation, and documentation of internal network per industry best practices
• Decommissioning legacy servers, services, and equipment
• Documentation relating to the configuration, monitoring, and management of new systems
• Support for 30 days upon completion of all objectives

Hardware Detail
As part of the IT server systems upgrade, the District will be adopting a hyper-converged integrated system. This hardware infrastructure as well as required licensing will be provided by the District. Preliminary configuration per node includes:

<table>
<thead>
<tr>
<th>Node Configuration (Qty: 3)</th>
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<tbody>
<tr>
<td>CPU</td>
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<tr>
<td>Memory</td>
</tr>
<tr>
<td>Storage Tier 1</td>
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<tr>
<td>Storage Tier 2</td>
</tr>
<tr>
<td>Network</td>
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<tr>
<td>Switch</td>
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</tbody>
</table>

Proposal Deliverables
Please provide the following sections:
• General information about your company, including:
  o Summary list of services offered
  o Brief biographies of key team members
  o Selected customer list
  o References
• Time and cost estimate for all objectives, including separate time estimates for each of the items included in the Service Detail List below.
• Approximate hourly fee for any additional out-of-scope services that might be elected by District but fall outside the scope of work in Service Detail List.

Please keep proposals to no more than twelve pages; not including team descriptions.
Service Detail List
The following is a service detail list. These items include but are not limited to:

Planning
- Confirm business and milestone requirements
- Confirm required on-site meetings for kick-off, mid-project, and go-live/closure.
- Confirm infrastructure requirements
- Confirm application requirements
- Confirm software licensing requirements
- Create test plan

Implementation
- Install and configure nodes
- Configure virtual machines - Windows 2016 domain controllers
- Elevate domain to 2016 level
- Configure virtual machines - Windows 2016 services
- Test and confirm operation
- Migrate servers, services, files, and permissions
- Decommissioning of legacy equipment and services

Quality Assurance & Control
- Optimize performance
- Decommissioning of legacy equipment and services
- Support & Documentation

Not Required in Proposal
- Software licenses – The District will purchase or supply all licenses required for this project.

Selection Process
This Request for Proposals is being distributed to firms who have come to our attention based on previous work or solicited interest and it is posted on the District website for wider dissemination in order to elicit proposals from interested and qualified firms. The selection committee reserves the right to have discussions with any or all of the proposers. The District will make a recommendation to the Board of Directors for approval of the consultant contract.

Evaluation Criteria
The goal for each firm should be to prepare a proposal that is comprehensive. The proposal should describe how the proposing firm would fulfill both the project objectives, as well as the financial requirements and overall business approach. The Teams are encouraged to specify their design and implementation strengths. Once the proposals are received, the selection committee may require clarification and additional information. The proposals will be evaluated
according to the criteria listed and described below. The order of the criteria listed below does not reflect a hierarchy for the final selection.

**Quality of Proposal**
- Consistency with the objectives
- Demonstrating an understanding of the project
- Fulfilling proposal requirements as described in this RFP
- Overall presentation

**Implementation Approach**
- Organization, structure and responsibilities of the project team
- Proposed approach
- Proposed strategies to reduce time and costs

**Implementation Expertise**
- Proven track record, the technical ability of the team to accomplish the District’s goals
- Background, qualifications, experience and expertise of the firm in similar projects

**Additional Considerations**
- Ability to perform the specific tasks outlined in the RFP.
- Reasonableness of the fee requested to do the work; comparability of fee to similar services offered by other qualified consultants.
- The selection of the team will not be based solely on the "lowest bid." Instead, the District intends select the best overall proposal package to achieve the project goals.

**RFP and Contract Award Schedule**
The following is a tentative schedule that is subject to change. The District will inform all teams of changes in the schedule by e-mail.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>10/18/2016</td>
</tr>
<tr>
<td>Requests for additional information &amp; questions due</td>
<td>10/26/2016</td>
</tr>
<tr>
<td>Addendum to RFP issued</td>
<td>10/31/2016</td>
</tr>
<tr>
<td>Proposals due</td>
<td>11/7/2016</td>
</tr>
<tr>
<td>Consultant Interviews for Top/Most Qualified</td>
<td>11/16/2016 – 11/18/2016</td>
</tr>
<tr>
<td>District Board Approval</td>
<td>12/14/2016</td>
</tr>
<tr>
<td>Project Start Date</td>
<td>1/3/2017</td>
</tr>
<tr>
<td>Project End Date</td>
<td>3/31/2017</td>
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Stipulations
The District reserves the right to conduct personal interviews of any or all proposers prior to the selection. The District reserves the right to request more detailed information from one or more proposers to provide for a reliable comparison between proposals.

General Stipulations
The District is not responsible for any expenses which proposers may incur in preparing and submitting the proposal. The District will not be liable for any costs incurred by the proposers that are related to the RFP process; this includes production of the proposal, interviews/presentations, travel, and accommodations. The District reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this Request for Proposals will become the property of the District and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District. The District reserves the right to reject any and all proposals and to waive minor irregularities. The District also reserves the right to seek new proposals or re-advertise if responses have not been satisfactory or for any other reason.

Requests for Additional Information and Questions
Specific questions related to the RFP must be addressed in writing to the District. The deadline to submit requests for additional information and questions is October 26, 2016 at 5pm. Answers will be distributed on the District’s website as an addendum under this project’s heading (http://www.openspace.org/about-us/district-administration/bids) on or before October 31, 2016. Please submit any additional information requests and questions to:

Benny Hsieh, IT Program Administrator
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
P: (650) 691-1200
bhsieh@openspace.org

PUBLIC RECORDS AND PROPRIETARY INFORMATION, INDEMNIFICATION
The District recognizes that proposers will occasionally believe that all or portions of their proposals are confidential or proprietary. This can present problems in participating in a public agency RFP process. All proposals, strategies, supporting information, rate schedules, and other information and documents are presumptively public records under the California Public Records Act (Gov’t Code section 6250 et seq.), subject to prompt disclosure upon request by any member of the public.
The District is not soliciting, does not wish to receive, and will not treat any information received under this proposal as proprietary or confidential information, unless specifically called for or expressly accepted by the District General Counsel in writing, and will be accepted and considered only when, in the sole discretion of the District it is necessary to serve the public purpose of the project. If the inclusion of confidential or proprietary information is determined to be necessary to the proposal, proposers must identify each and every specific item and each and every page, and segregate the information into a separate envelope or electronic file labeled conspicuously as confidential, with a cover page describing the information and applicable law exempting the same from disclosure. Any material marked or claimed as confidential or proprietary may be returned to the proposer by the District or destroyed and may not be considered in the review of proposals if the claim does not appear justified or would inhibit the public purposes of the project proposed.

If the documents have been properly marked and expressly accepted as confidential and proprietary in writing by the District General Counsel, the District will make its best effort to advise the proposer of any Public Records Act request, should any be received, seeking documents claimed to be confidential or proprietary, to give the proposer an opportunity to take legal steps to protect such property from disclosure to third-party requester. The District expressly disclaims any duty and will not defend the confidentiality or proprietary nature of any information submitted. **By submitting any confidential or proprietary information to the District, the proposer agrees to holds harmless and indemnify and defend the District and its officers, employees, and agents for any and all costs, including attorney’s fees,** incurred by the District or awarded to a Public Records Act requester relating to a request for release of proposer’s data should the proposer ask the information to be handled as proprietary or confidential.

**LIST OF ATTACHMENTS**
Diagram of Existing Administrative Office Servers and Network Services
Professional Services Contract Template
Administrative Office

Physical
1 – [Win2008R2] DC, DNS, Spiceworks, GIS Data
2 – [Win2008R2] AntiVirus, DC, DHCP, DNS, WiFi Controller, Files
4 – [Win2012] AO2 & AO3 Files, RDP

Virtualized
1 – [VM Host] Hypervisor Host
3 – [Win2008/TRAINSRV] ERP Training (No migration)
4 – [Win2008/TESTSRV] ERP Logos Test (No migration)
5 – [Win2008/ESUITSRV] ERP eSuite (No migration)
6 – [Win2008/DBSRV] ERP Database (No migration)
7 – [Win2008/APPSRV] ERP Production (No migration)
8 – [Win2008/ADPSRV] ADP PC Payroll
9 – [Win2012R2/SERVICES01] Print Server, Key Management Server
Foothills Field Office

Physical
1 - [Win2008R2] DC, DHCP, Files, Print Server
Skyline Field Office

Physical
1 – [Win2008R2] DC, DHCP, Files, Print Server
South Area Outpost

Physical
1 – [Win2008R2] DC, DHCP, Files, Print Server
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND ____________________

THIS AGREEMENT is by and between ____________________ ("Consultant") and the Midpeninsula Regional Open Space District, a public body of the State of California ("District"). Consultant and District agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for $_________ including all materials and other reimbursable amounts ("Maximum Compensation"). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on _______________ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the District, shall be requested in writing to the District’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, "District Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.

6. **Indemnification.** Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify District shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
7. **Termination and Abandonment.** This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant’s cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District and are assumed to be public records within the meaning of the California Public Records Act unless expressly deemed otherwise by District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District’s request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant’s control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District’s General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this agreement.
Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District’s District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier (“Courier”), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine’s acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.**
   a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
   b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
   c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
   d. The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.
   e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
   f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
   g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
IN WITNESS WHEREOF, Consultant and District execute this Agreement.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

330 Distel Circle
Los Altos, CA 94022-1404

By: ________________________

Name
Title
Date: ________________________

Attest:
Jennifer Woodworth
District Clerk

Federal Employer ID Number: ____________

License Number: ______________________

Expiration Date: ______________________

Approved as to form:

________________________
Sheryl Schaffner
General Counsel

Attachments:
Exhibit A Scope of Services
Exhibit B District Insurance Provisions
EXHIBIT A
Scope of services and compensation
EXHIBIT B
INSURANCE REQUIREMENTS

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

Insurance Requirements.

- Statutory Worker’s Compensation Insurance and Employer’s Liability Insurance coverage: $1,000,000
- Commercial General Liability Insurance: $1,000,000 (Minimum), $2,000,000 Aggregate
- Business Automobile Liability Insurance-with coverage evidencing “any auto” and with limits of at least $1,000,000 per occurrence.
- Errors and Omissions Insurance (or Professional Liability): $1,000,000

Workers’ Compensation. Statutory Workers’ Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.
  a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
  b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
  c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
  d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
  e. Insurance is to be placed with California-admitted insurers.
**Professional Liability.** Where Consultant is a licensed professional, Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount set forth in this Exhibit B covering the licensed professionals' errors and omissions, as follows:

a. The policy must contain a cross liability or severability of interest clause.

b. The following provisions shall apply if the professional liability coverages are written on a claims made form:

1) The retroactive date of the policy must be shown and must be before the date of the Agreement. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.

If coverage is canceled or not renewed and it is not replaced with another claim made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

**Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**Remedies.** In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.