Request for Qualifications and Proposals (RFQP) for a Work Order and Asset Management System and Implementation Services

Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA

Issued: August 18, 2017
Proposals Due: September 18, 2017 (5:00 Pacific Time)

Mandatory Meeting: August 29, 2017 (RSVPs required by August 25, 2017)
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INVITATION

The Midpeninsula Regional Open Space District (“District”) wishes to acquire a Work Order and Asset Management System and implementation and configuration services for the acquired system. The selected firm or individual (“Consultant”) will be responsible for completing the activities outlined in the scope of work and will be expected to work closely with the District to develop a system that meets short and long-term business needs.

The District invites you to submit a proposal in accordance with the terms, conditions, and specifications contained in this document. Please complete the proposal per the following instructions: Ten (10) printed and bound paper copies of each final proposal as well as an email with the proposal in PDF format are to be submitted by September 18, 2017 at 5pm. Proposals should be sent to:

Garrett Dunwoody, Information Systems and Technology Manager
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022
ph. 650.691.1200
gdunwoody@openspace.org

MANDATORY PRE-PROPOSAL MEETING
A mandatory pre-proposal meeting has been scheduled for August 29, 2017, from 10:00 am to noon at the District’s Administrative Office at 330 Distel Circle, Los Altos, CA. Please RSVP to Garrett Dunwoody, for this meeting by August 25, 2017 (email preferred). Only those Consultants who have a representative attending this meeting will be considered for this RFQP. There will be an option for attending via Skype. Attendance will be taken for all members and will be used as the list of attendees. Proposals for this RFQP will be returned unopened to Consultants who do not attend the mandatory pre-proposal meeting.

PROJECT DESCRIPTION

Introduction

Brief Description of the Project
The District is seeking the professional support of a Consultant to implement and configure a Work Order and Asset Management System that addresses but that is not limited to the following:

• Consolidates the District’s work order and asset management practices into a single system of record
• Improves the life cycle management of infrastructure assets
• Increases data access across the agency
- Supports mobile device access and provides work queues to field staff
- Allows for mobile asset data collection using industry standard mobile devices
- Allows for real-time integration with the District’s Enterprise GIS by leveraging ArcGIS Server infrastructure
- Compatible with American with Disabilities Act (ADA) compliance asset data entry and/or integration with an industry-standard ADA compliance asset database

The District has budgeted approximately $160,000 for software acquisition and professional services in FY 2017/18. Anticipated project completion date is August 1, 2018.

**Background**

The Midpeninsula Regional Open Space District was established in 1972. Today the District encompass an area of 556 square miles in northern Santa Clara County, southern San Mateo County, and a small portion of Santa Cruz County. The District manages over 63,000 acres of land in 26 open space preserves that include some 225 miles of trails open to the public. The District has 182 employees including seasonal staff with a 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.*

Over the past several years, the District has undergone extensive planning efforts that have resulted in a community-inspired Vision Plan that effectively changes the trajectory of the organization. Over the next 30 years, the District anticipates growing to over 100,000 acres of preserved land with over 400 miles of trails. The District is in the process of changing how business is carried out, including how it organizes the work of the organization, increasing the number of staff, and an increased use of business and information systems.

To align with this new direction, the District completed an IT Master Plan in late 2015. The IT plan included a recommendation the District implement a COTS based Work Order and Asset Management System. Since then the District has implemented an Enterprise GIS built on the ESRI software stack to include ArcGIS Server Enterprise. The nature of the District’s work is spatially driven. For the Work Order and Asset Management System to deliver value, it will need to fully integrate with the District’s Enterprise GIS.

The end-user for this product suite are the members of the District’s Land and Facilities Department. This Department is responsible for maintaining the land and facilities the District owns across its 63,000 acres. Assets include but are not limited to roads, trails, fencing, water infrastructure, culverts, vehicles/heavy equipment, and commercial/residential buildings. Biological monitoring is a large component of District projects and needs to be included in the creation of work orders. The District also manages a fleet of vehicles. Users of the systems will include managers, supervisors, leads, and field staff. Expected end users could be as many as 60. All District staff should be able to open a work order as they discover issues that the Land and Facilities Department will need to address.
The District also has a full service Information Systems and Technology (IST) Department that will provide support for the Work Order and Asset Management System. Existing IST services include network/security, enterprise systems, and data administration. It also includes a fully functioning GIS team. The IST Department has 10 staff, including a manager. Poor connectivity in the field remains a challenge for delivering technology solutions to field staff. Success for a Work Order and Asset Management System will require the solution to work in an offline capacity.

**Current GIS Environment and IT Infrastructure**

The District is looking for a strong and seamless integration with the District’s Enterprise GIS. Currently the District maintains an enterprise license agreement with ESRI. The GIS Enterprise is built on the ArcGIS Server Enterprise and is currently configured for field data collection through proxy access.

The District’s client infrastructure consists of mobile workstations operating with Windows 10 and Microsoft Office 2016/Office 365. The District's server infrastructure currently operates a virtualized Windows Server 2016 platform on VMWare ESXi hosts. Currently the district uses a UniTrends product for backup of District systems and files. The District is currently looking at other solutions to move towards a DRaaS model.

**Project Requirements**

The Consultant will be required to design and implement a Work Order and Asset Management System that meets the following high-level requirements:

- A centralized enterprise level system (SaaS or on premise) that fully integrates with the District’s existing Enterprise GIS
- Allows for work in a disconnected environment (laptop or tablet) and for that work to be “checked out” and “synced” back when complete
- Single point of data entry where a GIS feature does not need to be present in order to open a work order
- Ability to collect and reference ADA compliance asset data or be integrated with an existing ADA compliance asset management database
- Ability to generate a spatial feature for work orders that currently may not have a geographic attribute

**SCOPE OF WORK**

The District anticipates a project approach that includes the activities outlined below. However, consultants should develop a work plan that they believe will most effectively meet the District’s objectives for successfully implementing Work Order and Asset Management System technology.
Phase 1: Requirements & Design
This phase should provide a clear understanding of the current conditions of the District’s existing business process and workflows for managing assets and generating work orders. It should also serve as an opportunity to outline how the system will integrate with the District’s Enterprise GIS and how the system will accommodate ADA compliance asset data.

This task will focus on:

Data Inventory
Evaluate core datasets for completeness and detail to ensure that they are sufficient for supporting the Work Order and Asset Management System, and identify potential data efficiency improvements (e.g. data normalization/data architecture). Deliverables should include:

- Gap analysis of existing GIS and tabular business data
- Proposal of data model and integration with GIS
- Proposal of data model and compatibility with ADA compliance asset data/databases

Business Requirements
Gather and recommend business requirements for a District-wide Work Order and Asset Management System by conducting project team interviews with IST, Land and Facilities, Natural Resources, Visitor Services Department, and various other District project participants. Interviews should include, but are not limited to, discussions about data access needs by business user, data integration points with current and future business systems, and workflow/evaluation. Deliverable should include:

- Workflow Enhancement Document
- Proposed conversion of existing MS Access/Excel/Outlook based applications and written work orders into the proposed system
- Recommended reports or system dashboard to help staff, managers, and executives begin to make data driven decisions around District assets (examples include: tracking labor costs, project summaries, work prioritization, tasks forecasting, available equipment)

Systems Design
Design the systems architecture/infrastructure to include hardware, software, security requirements, and network communication capacity to support the proposed system implementation. Deliverables will include:

- Systems architecture diagram and a list of hardware, software, security requirements, and infrastructure resources to support the proposed system

Phase 2: Project Planning & Timelines
From the observations made in Phase 1, this phase should present an Implementation Plan that includes but is not limited to the following:
• Testing Plan with performance targets
• Timeline that includes:
  o Workflow Enhancement Implementation
  o Systems Design Implementation
  o Data Conversion/Implementation
  o Application Implementation
  o Testing Plan Implementation (to include field testing in a disconnected environment)
  o Training Plan Implementation

Phase 3: System Build & Configuration
This phase will focus on data build-out/conversion, application configuration, as well as on-site consultant configuration and testing of the Work Order and Asset Management System. All aspects of the systems build and configuration phase will be documented.

System Build
The following tasks should take place during the systems build process: 1) Provision server environments for development, quality assurance (QA), production, and demilitarized zone (DMZ) (if applicable); 2) Install and configure proposed Work Order and Asset Management System, ArcGIS for Server, ArcGIS Portal, and Web Adaptor components (if applicable).
NOTE: The District is open to SaaS and on premise systems as part of this proposal.
Deliverables will include:

• Built and configured system that meets requirements identified in the Systems Design component
• Documentation on the architecture and system’s configuration and build

Data Migration/Integration
Data migration will focus on an onsite migration of existing tabular business data into the proposed centralized system using the data model/structure proposed in Phase 1. In addition, required data services will be published to integrate with the District’s Enterprise GIS.
Deliverables will include:

• Functioning and populated centralized Work Order and Asset Management System
• Service architecture built on ArcGIS Server Enterprise
• On-site testing to ensure client/DB communication/connectivity
• Metadata for each dataset in the system
• Data with ensured quality and referential integrity
• Published data/geo-processing services that support Web and mobile field data collection and work order processing
• Reporting (canned and adhoc)
**Application Configuration**
Application configuration will focus on the configuration of the system to address the workflows outlined in Phase 1: to include opening work orders, capturing and updating assets, and disconnected data collection and processing. Deliverables will include:

- Fully functioning Work Order and Asset Management System (including mobile and internal access)
- Fully functioning mobile field data collection that works in a disconnected environment as outlined in the Requirements & Design Phase 1

**Phase 4: System Testing & QA/Quality Control (QC)**
This phase will ensure the system meets performance targets and that all aspects of the database and application build are configured properly. Deliverables will include:

- Development of test scripts for all identified user groups
- Testing of read/write access of Work Order and Asset Management System clients to include read/write testing to Enterprise GIS
- Testing of disconnected mobile field data collection, implementing the agreed upon data model from Phase 2
- Integration with current reporting standards and existing business systems meets the Systems Design outlined in Phase 1
- Successful User Acceptance Testing based on project requirements
- Final testing report

**Phase 5: Final System Delivery**
System delivery and “go live.” As the system moves to a production system, the consultant will conduct on-site trainings for the identified user groups and provide final system documentation. Deliverables will include:

- Final systems design/documentation—taking into account modifications from original Phase 1: Requirements & Design
- Creation and assignment of appropriate user roles and permissions
- Workflow diagrams
- Fully functioning Work Order and Asset Management System as agreed to from Phase 1: Requirements & Design
- Delivery of training sessions for IT and GIS staff on systems administration
- Delivery of training sessions for Land and Facilities Department users (up to 60 users)
- Delivery of training sessions for end-users for the mobile data collection application(s)
- Recommendations on best practices for system maintenance and backup/recovery.
SUBMISSION REQUIREMENTS
Keep proposals to no more than twelve pages, not including team descriptions.

- **Proposed Approach**
  Provide a description of how the project team intends to complete the work, including a detailed list of the necessary tasks to complete the project.

- **Team Description**
  Provide a description of the team that addresses the following:

  - **Project team structure**
    Provide an organizational chart or description of the probable team. Include all key project team members and explain their role and responsibility throughout the project. Identify the project team members who are the daily contacts.

  - **Prior experience**
    Provide a summary of the background and specific pertinent expertise of key personnel, as well as a statement of their time commitment to the project. Include examples of the project team’s previous experience with comparable projects. Experience with GIS-enabled asset management systems is highly desired. Include descriptive information such as the character of the project, the scope of involvement, location of the project, and the completion of the project. Project teams are encouraged to include illustrations or photographs of work designed and/or developed by team members. Provide a description of the Consultant’s method of, and experience in, controlling project costs and schedules.

  - **References**
    Provide a list of at least three current references that have relevant knowledge concerning the project team’s ability to manage similar projects and of similar or like organizations to the District. Names, affiliations, addresses, and current telephone numbers of all references must be provided.

  - **Qualifications**
    Provide a biography describing the project team members’ individual qualifications and history, years in business, location(s), legal structure, ownership, organizational structure, and key staff who would be committed to this project.

- **Project Fee**
  Provide a detailed estimated fee proposal that is itemized by phase components. The fee proposal should include all anticipated reimbursable expenses as a separate line item, the charge rates of the people who would perform the work (please identify tasks to be performed by sub-consultants), and a standard hourly rate schedule. Provide a description of the key assumptions used to calculate the project fee. If appropriate, identify cost saving strategies as well.
• **Insurance Requirements**
  Provide a statement of the Consultant’s acceptance of the District’s insurance and indemnification requirements or any reservations the Consultant has with the requirements. Please see attached Midpeninsula Regional Open Space District Draft Agreement for Professional Services.

**SELECTION PROCESS**

This Request for Qualifications and Proposals is being distributed to Consultants who have come to our attention based on the quality of their work, and it is posted on the District website for wider dissemination in order to elicit proposals from interested and qualified Consultants. Consultants may be asked to make a general presentation of their plan to a selection committee and/or attend an interview. The selection committee reserves the right to have discussions with any or all of the consultants. The District will make a recommendation to the Board of Directors for approval of the consultant contract.

**Evaluation Criteria**

The goal for each Consultant should be to prepare a proposal that is comprehensive. The proposal should describe how the proposing Consultant would fulfill both the project requirements, as well as the financial requirements and overall business approach. The project teams are encouraged to specify their design and implementation strengths. The District places special emphasis on quality control with regard to the project plan; consultants should provide clear information on how this goal will be met. 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 RFQP
- 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 Consultant in similar projects
Additional Considerations

- Ability to perform the specific tasks outlined in the RFQP.
- 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 to select the best overall proposal package to achieve the project goals.

RFQP and Contract Award Schedule

The following is a tentative schedule that is subject to change. The District will inform all consultants of changes in the schedule by email.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQP Issued</td>
<td>08/18/2017</td>
</tr>
<tr>
<td>RSVP for Mandatory Preproposal Meeting</td>
<td>08/25/2017</td>
</tr>
<tr>
<td>Mandatory Preproposal Meeting</td>
<td>08/29/2017</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>09/18/2017</td>
</tr>
<tr>
<td>Proposal Evaluations/ Reference Checks</td>
<td>09/18/2017 - 09/29/2017</td>
</tr>
<tr>
<td>Consultant Interviews for Top/Most Qualified</td>
<td>10/02/2017 – 10/06/2017</td>
</tr>
<tr>
<td>District Board Approval</td>
<td>11/08/2017</td>
</tr>
<tr>
<td>Project Start Date</td>
<td>12/12/2017</td>
</tr>
<tr>
<td>Project End Date</td>
<td>08/01/2018</td>
</tr>
</tbody>
</table>

STIPULATIONS

Interviews and Requests for Additional Information from the District

The District reserves the right to conduct personal interviews or require presentations of any or all consultants prior to the selection. The District reserves the right to request more detailed information from one or more consultants to provide for a reliable comparison between proposals.

General Stipulations

The District is not responsible for any expenses which consultants may incur in preparing and submitting the proposal. The District will not be liable for any costs incurred by the consultants that are related to the RFQP 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 consultants in response to this Request for Proposal will become the property of the District and will not be returned to the consultants. 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 RFQP must be addressed in writing to the District. Answers will then be distributed to all teams. Additional and updated information will be provided to the teams via email and correspondence. Please submit all requests to:

Garrett Dunwoody – IST Manager
Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022

PUBLIC RECORDS AND PROPRIETARY INFORMATION, INDEMNIFICATION
The District recognizes that consultants will occasionally believe that all or portions of their proposals are confidential or proprietary. This can present problems in participating in a public agency RFQP 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, consultants 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 hold 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
Professional Services Contract Template
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND [CONSULTANT’S NAME] FOR [PROJECT NAME]

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,
16. **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

SPACEDISTRICT
330 Distel Circle
Los Altos, CA 94022-1404

By: ______________________
Name
Title

Date: ______________________

Attest:
Jennifer Woodworth
District Clerk

CONSULTANT

Name
Address

By: ______________________
Name
Title

Date: ______________________

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

[PROJECT NAME]
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.

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.
**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.