



# **REQUEST FOR PROPOSAL (RFP)**

## **for Construction Management Information System (CMIS) Software**

### ***ADDENDA***

Prospective bidders are responsible for reviewing any published addenda regarding this bid at [ebmud.com/business-center/](http://ebmud.com/business-center/)

### ***CONTACT***

**Danny Pham, Senior Software Engineer**  
(510) 287-7000  
[danny.pham@ebmud.com](mailto:danny.pham@ebmud.com)

### ***RESPONSE DUE***

May 21, 2021  
4:00 p.m. PST

### ***SUBMIT ELECTRONICALLY TO***

**Danny Pham, EBMUD**  
[danny.pham@ebmud.com](mailto:danny.pham@ebmud.com)  
or Dropbox Repository

*EBMUD is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.*

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
**RFP**  
**for**  
**Construction Management Information System (CMIS) Software**

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## I. GENERAL INFORMATION

### A. OVERVIEW OF EBMUD

East Bay Municipal Utility District (EBMUD) supplies water and provides wastewater treatment for parts of Alameda and Contra Costa counties on the eastern side of San Francisco Bay in Northern California. Approximately 1.4 million customers are served by EBMUD's water system in a 332-square-mile area extending from Crockett on the north, southward to San Lorenzo (encompassing the major cities of Oakland and Berkeley), eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley. The wastewater system serves approximately 685,000 customers in an 88-square-mile area of Alameda and Contra Costa counties along the Bay's east shore, extending from Richmond on the north, southward to Oakland.

EBMUD is a publicly owned utility formed under the Municipal Utility District Act passed by the California Legislature in 1921. EBMUD has a seven-member Board of Directors publicly elected from wards within EBMUD's service area. The Board of Directors and management believe that EBMUD has a public responsibility to preserve the region's resources and set industry standards for the way water and wastewater utilities conduct themselves. EBMUD is a customer-oriented and environmentally sensitive public agency, firmly committed to serving people and the environment.

### B. INTRODUCTION

EBMUD actively oversees about 40 capital construction projects with annual cash flows of up to \$250 million dollars for improving its water and wastewater infrastructure.

EBMUD seeks to replace its current Construction Management Information System (CMIS) software with a new system that leverage current technology and support industry standard processes for public utility owners of capital construction projects.

### C. BUSINESS ENVIRONMENT FOR CMIS

EBMUD currently uses Bentley Systems ProjectWise Construction Management (PWCM) Software as its CMIS. PWCM, formerly known as EADOC, was originally implemented District-wide in 2010.

Primary internal users include approximately 15 construction project managers, 12 office and field engineers, and 30 construction inspectors. Other internal users include auxiliary support staff ranging from managers, engineers, designers, drafters, health and safety specialists, and administrative staff for a combined internal user base of about 170 EBMUD staff. External users include a constantly changing number of District contractors, subcontractors, and consultants.

The current CMIS has little to no integrations or interfaces with other District systems or software. Many business processes are manual (i.e., data entry, interofficed forms).

The current CMIS serves for the construction phase of a capital project life cycle; planning, design, pre-construction, and post-construction related activities are handled by other existing systems.

### D. PROJECT GOALS

The primary objective of this project is to implement a stable, state-of-the-industry solution capable of supporting the EBMUD's needs as outlined in Exhibit D and Exhibit F.

EBMUD will use this solution to:

- Administer construction contracts
- Manage construction projects
- Transmit and control construction documents
- Facilitate communication and collaboration between users
- Conduct and document site inspections
- Generate reports
- Import/migrate existing active construction project data from current CMIS

The solution is anticipated to:

- Improve service levels for all users
- Modernize business processes (e.g., improve efficiencies by reducing or eliminating manual processes; promote all electronic/digital-first processes)
- Promote transparency and adherence to defined business workflows
- Leverage existing and/or consolidate duplicative applications or subsystems at EBMUD
- Be accessible while 'in the field', and support mobile devices (e.g., mobile phones, tablets, laptops)

## II. STATEMENT OF WORK

### A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the provision of a Construction Management Information System (CMIS).

East Bay Municipal Utility District (District) intends to award a five-year contract (with 5 options to renew for one-year terms) to the Proposer(s) who best meets the District's requirements.

### B. PROPOSER QUALIFICATIONS

#### 1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of hosting and supporting CMIS utilized by public agencies for at least five (5) years.

- C. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- D. **SPECIFIC REQUIREMENTS**

Refer to Exhibit D and Exhibit F for the ideal requirements the District anticipates in a new CMIS solution. The District is open to added functionality, and preference will be given to proposers that demonstrate the ability to provide an agile and adaptive platform that can accommodate configuration changes, enhancements, and workflow modifications.

### **III. CALENDAR OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
<b>RFP Issued</b>	April 21, 2021
<b>RFP Questions Due</b>	May 5, 2021 by 4:00 p.m.
<b>Response Due</b>	May 21, 2021 by 4:00 p.m.
<b>Product Demonstrations by Short-Listed Proposers</b>	June 2021
<b>Product/Proposer Final Evaluation and Selection</b>	August 2021
<b>Anticipated Contract Start Date</b>	October 2021

**Note:** All dates are subject to change **by District**.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

### **IV. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

#### **A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.

6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after proposals have been opened.

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<b>Functional Criteria (See Exhibit D):</b> The Proposer is asked to document which features are included in the base version of their solution. An evaluation will be made of those solutions that match District requirements without the need for add-on packages or customization.
<b>B.</b>	<b>Technical Criteria (See Exhibit F):</b> An evaluation will be made of the extent to which the proposed solution addresses all non-functional requirements as stated in Exhibit F.
<b>C.</b>	<b>Information Technology Security Criteria (See Exhibit G):</b> An evaluation will be made of the extent to which the Proposer's organization addresses District's IT Security requirements as stated in Exhibit G.
<b>D.</b>	<b>Cost (See Exhibit H):</b> An evaluation may also be made of: <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the District to finance this project).</li> <li>4. Complexity and predictability of licensing and usage charging scheme.</li> </ol> Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.

<b>E.</b>	<b>Implementation Plan and Schedule (See Exhibit A):</b> An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Minimal components to be included in the implementation plan are training plan, comprehensive integration, and user acceptance test plan, business process reengineering tasks, major implementation milestones, and project governance strategy.
<b>F.</b>	<b>Company and Relevant Experience (See Exhibit A):</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>
<b>G.</b>	<b>References (See Exhibit A):</b> If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the assessments of references is not included in the preliminary short list evaluation.
<b>H.</b>	<b>Product Demonstration:</b> Shortlisted vendors will be asked to provide a product demonstration so that the evaluation committee and other stakeholders may see the product and ask questions. Multiple interviews may be requested to clarify proposed solution and implementation approach.
<b>I.</b>	<b>Understanding of the Project</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</li> <li>4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?</li> </ol> Respondents can, for example, provide a narrative describing their understanding of the challenges, problem resolution strategies and staff management plan.
<b>J.</b>	<b>Methodology:</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the methodology interface with the District's time schedule?</li> </ol>
<b>K.</b>	<b>Contract Equity Program (See Exhibit A):</b> Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, and they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.

C. PRICING

1. Prices quoted shall be firm for any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Identify all costs by completing attachment entitled “Exhibit H – Pricing Worksheet.” In the event a portion of the Proposer solution is awarded, clarify how pricing would be impacted for the solution.
6. Include firm price for 10-years of support in the above pricing worksheet.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) work days after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Proposal protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.



Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven work day time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of five years from the date of acceptance by the District.

F. INVOICING

1. Following the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.

3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

**V. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

**A. DISTRICT CONTACTS**

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Danny Pham, Project Management Office

EBMUD – Information Systems Department

E-Mail: [danny.pham@ebmud.com](mailto:danny.pham@ebmud.com)

PHONE: (510) 287-7000

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

**B. SUBMITTAL OF RFP RESPONSE**

1. RFP responses are to be addressed as follows:

Danny Pham, Project Management Office

East Bay Municipal Utility District

CMIS Replacement Project

RFP responses are to be delivered as follows:

Emailed (limited to no more than 25 MB): [danny.pham@ebmud.com](mailto:danny.pham@ebmud.com)

**OR**

Uploaded (may be more than 25 MB) to the District's Dropbox repository. Please contact Danny Pham at [danny.pham@ebmud.com](mailto:danny.pham@ebmud.com) to gain access to the Dropbox repository. Uploaded responses and all attachments are to be zipped and named according to vendor name, e.g.: **Vendor Name RFP Response.zip**.

2. Proposers will receive email confirmation of receipt of responses and all attachments. If you have not received confirmation within three business days, please contact Danny Pham at [danny.pham@ebmud.com](mailto:danny.pham@ebmud.com).
3. Late responses will not be accepted.

4. RFP responses submitted via fax or mail (hard copy) will not be accepted.
5. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
6. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of 12 months, unless otherwise specified in the RFP documents.
9. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. Responses are to be submitted in Portable Document Format (PDF). Responses and all attachments are to be zipped and named according to vendor name, e.g.: **Vendor Name RFP Response.zip**.
2. **Proposers shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
3. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# EXHIBIT A

## RFP RESPONSE PACKET

### RFP For Construction Management Information System (CMIS) Software

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: \_\_\_\_\_

(Official Name of Proposer)

#### RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION V, RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) .ZIP FILE CONTAINING THE FOLLOWING IN THEIR ENTIRETY:
  - EXHIBIT A – RFP RESPONSE PACKET
    - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED HEREIN "EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS"
  - EXHIBIT E – FUNCTIONAL REQUIREMENTS RESPONSE FORM
    - NOTE: THE FUNCTIONAL REQUIREMENTS IN EXHIBIT E (EXCEL VERSION) ARE IDENTICAL TO EXHIBIT D (PDF VERSION).
    - VENDORS ARE ENCOURAGED TO RESPOND WHETHER THEY OFFER SOLUTIONS FOR ALL OR SOME OF THE BUSINESS AREAS DOCUMENTED. IF THE VENDOR PROVIDES SOLUTIONS TO SOME OF THE BUSINESS AREAS, IT IS CRITICAL TO DOCUMENT HOW YOUR SOLUTION WILL INTERFACE WITH OTHER EXISTING AND NEW SYSTEMS.
  - EXHIBIT F – TECHNICAL & NON-FUNCTIONAL REQUIREMENTS
    - ALL PROPOSERS ARE REQUIRED TO PROVIDE A RESPONSE TO THIS EXHIBIT.
  - EXHIBIT G – PRELIMINARY SECURITY INFORMATION GATHERING (PSIG)
    - ALL PROPOSERS ARE REQUIRED TO PROVIDE A RESPONSE TO THIS EXHIBIT.
  - EXHIBIT H – PRICING WORKSHEET
    - ALL PROPOSERS ARE REQUIRED TO COMPLETE THIS WORKSHEET.
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.
- PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE "EXCEPTIONS/ CLARIFICATIONS" PAGE, NOT BURIED IN THE PROPOSAL ITSELF."



## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District,

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

\*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal**: RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel**: RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
  - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
  - (b) The role that the person will play in connection with the RFP;
  - (c) The person's telephone number, fax number, and e-mail address;
  - (d) The person's educational background; and
  - (e) The person's relevant experience, certifications, and/or merits
3. **Description of the Proposed System**: RFP response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.
4. **Description of the Proposed Services**: RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
5. **Implementation Plan and Schedule**: The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an



Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.

6. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
7. **References:**
  - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
  - (b) References should have received services of similar scope and meeting similar requirements to those outlined herein, and should function in a similar capacity (e.g. project owner engaged in public works or utilities construction) as the District.
    - Proposers must verify the contact information for all references provided is current and valid.
    - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **EXHIBIT D – FUNCTIONAL REQUIREMENTS:** To be read in its entirety. Any deviation from the stated requirements is to be documented and submitted.
9. **EXHIBIT E – FUNCTIONAL REQUIREMENTS RESPONSE FORM (EXCEL VERSION):** To be completed, at minimum, in its entirety for functional requirements. Proposer may supplement form with separate documents (e.g. images, workflows, lengthy descriptions could be stored separately and referenced in the excel version).
10. **EXHIBIT F – TECHNICAL & NON-FUNCTIONAL REQUIREMENTS:** To be read in its entirety. Any deviation from the stated requirements is to be documented and submitted.
11. **EXHIBIT G – PRELIMINARY SECURITY INFORMATION GATHERING (PSIG):** To be completed in its entirety.
12. **EXHIBIT H – PRICING WORKSHEET:** To be completed in its entirety. Include expectations regarding District staff FTE involvement.
13. **Additional Information (optional):** Proposer can provide up to two (2) pages of additional information that they consider valuable to their RFP response.
14. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

15. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



## REFERENCES

### RFP For Construction Management Information System (CMIS) Software

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of three references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP For Construction Management Information System (CMIS) Software

Proposer Name: \_\_\_\_\_

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Proposer takes exception to...

\*Print additional pages as necessary



## **CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY**

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

**Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

**[Contract Equity Guidelines and Forms](#)**

The CEP guidelines and forms can also be downloaded from the District website at the following link:

**<http://ebmud.com/business-center/contract-equity-program/>**

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



## EXHIBIT B

# INSURANCE REQUIREMENTS

**PROPOSERS are not required to submit completed insurance verification documents with their bid, but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.**

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

- I. The following provisions applicable to all required insurance:
  - A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
  - B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
  - C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
  - D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
  - E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
  - F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.
- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

### **INSURANCE VERIFICATION DOCUMENTS**

## **II. Workers' Compensation and Employer's Liability Insurance Coverage**

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."



F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

☐ By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

III. Commercial General Liability Insurance ("CGL") Coverage

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
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Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.

F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

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

H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.

I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).

K. “Independent CONTRACTOR’s Liability” shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

### Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Occurrence: \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

#### **IV. Business Auto Liability Insurance Coverage**

CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate:	\$2,000,000
Bodily Injury and Property Damage:	\$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

#### **Verification of Business Auto Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured: Amount:** \$ \_\_\_\_\_

**Policy Limit: Per Accident/Occurrence** \$ \_\_\_\_\_ **Aggregate:** \$ \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

V. Technology Errors and Omissions Liability Insurance Coverage

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: Technology Errors and Omissions Insurance with minimum limits as follows:

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

D. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

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

1. Theft, dissemination and/or use of confidential or personally identifiable information (PII), including breach response costs, credit monitoring and regulatory fines and penalties from such theft, dissemination or use of the confidential information;
2. Network security liability arising from the unauthorized use of access to, or tampering with computer systems;
3. Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended;
4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;
5. Liability arising from the failure to render professional services.

### Verification of Technology Errors & Omissions Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Technology Errors & Omissions Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ \_\_\_\_\_

Policy Limit: Per Claim \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

#### VI. Cyber Liability Insurance Coverage

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

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

Each Claim or Occurrence Limit:	\$5,000,000;
Aggregate Limit:	\$5,000,000.

D. If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

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

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

#### **Verification of Cyber Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Cyber Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Limit: Per Claim \$** \_\_\_\_\_ **Aggregate: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

## **VII. Excess and/or Umbrella Liability Insurance Coverage**

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
2. Coverage shall be included for all premises and operations in any way related to this Agreement.
3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.



8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.

9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

**As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.**

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

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**1. DEFINITIONS**

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Force Account”** means the method of compensation for Work performed that is billed at actual cost for labor, materials, equipment, taxes and other costs plus a specified percentage of markup for overhead and profit. Compensation rate for certain cost elements may be specified in the Contract.
- j. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- k. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- l. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- m. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

## 2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond

and/or payment bond within ten business days after receiving the forms for execution.

- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be returned to the Contractor.
- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

### **3. CONTRACTOR'S FINANCIAL OBLIGATION**

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

### **4. SAMPLES OR SPECIMENS**

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

### **5. MATERIAL AND WORKMANSHIP**

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

### **6. DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

**7. WARRANTY OF TITLE**

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

**8. WARRANTY OF FITNESS**

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

**9. SAFETY AND ACCIDENT PREVENTION**

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

**10. CHARACTER OF WORKFORCE**

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

**11. PREVAILING WAGES & DIR REGISTRATION**

- a. Please see [www.dir.ca.gov](http://www.dir.ca.gov) for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section

1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).

- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

## **12. PAYROLL RECORDS & ELECTRONIC SUBMISSION**

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll

records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

### **13. HOURS OF LABOR**

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the

provisions of Labor Code, Sections 1810, et seq.

- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

#### **14. EMPLOYMENT OF APPRENTICES**

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

#### **15. CHANGES**

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change, or Change Order to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The



Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **16. EFFECT OF EXTENSIONS OF TIME**

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

## **17. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay

event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures) the Project Manager will grant the Contractor an extension of time in an amount equal to the period of the excusable delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable delays shall include labor strikes, adverse weather, or Acts of God which directly affect the Contractor's performance.
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and

- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **18. TERMINATION**

### **a. Termination by the District for Cause:**

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
  - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
  - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  - 3. A receiver is appointed to take charge of the Contractor's property.
  - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
  - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default;, or the Contractor does not fully carry out an accepted plan to cure.
  - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
  - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  - 10. The Contractor is in default of any other material obligation under the Contract Documents.

- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.

3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
    4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
  - iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
    1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
    2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
    3. Any proven losses with respect to materials and equipment directly resulting from the termination.
    4. Reasonable demobilization costs.
  - iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure") , the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **19. DAMAGES**

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

## **20. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet
- b. With reference to drawings:
  - i. Numerical dimensions govern over scaled dimensions.
  - ii. Detailed drawings govern over general drawings.
  - iii. Addenda/Change Order drawings govern over contract drawings.
  - iv. Contract drawings govern over standard drawings.
  - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
  - vi. Typical details apply to all drawings unless a specific different detail is shown

## **21. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or

- ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

## **22. PROHIBITION OF ASSIGNMENT**

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

## **23. NEWS RELEASES**

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

## **24. TRANSFER OF INTEREST**

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

## **25. SEVERABILITY**

Should any part of the Contract 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 the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

## **26. COVENANT AGAINST GRATUITIES**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**27. RIGHTS AND REMEDIES OF THE DISTRICT**

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**28. WAIVER OF RIGHTS**

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

**29. CONFIDENTIALITY**

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.



## EXHIBIT D

### EAST BAY MUNICIPAL UTILITY DISTRICT Construction Management Information System (CMIS)

# Functional Requirements

April 2021

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## 0 Definitions

<b>CMIS</b>	Construction Management Information System (CMIS), the requirements for which are specified in this document; also referred to as 'System'.
<b>District</b>	East Bay Municipal Utility District (EBMUD)
<b>Organization</b>	Grouping of users belonging to an entity involved in a given project (e.g. EBMUD, a Contractor, a Consultant, etc.). Organizations may create subgroups of users within those entities sharing a similar role (e.g. EBMUD Design, EBMUD Construction, etc.).
<b>System</b>	The software solution including licenses and configurations which meets all defined requirements or an agreed upon subset of requirements.
<b>Users, Types of</b>	Types of User roles. Each user type will have certain rights and permissions to access the System, such as: <ul style="list-style-type: none"><li>• Contract Administrator (CA)</li><li>• Construction Manager (CM)</li><li>• Construction Inspector (CI)</li><li>• Contractor – Prime</li><li>• Contractor – Sub</li><li>• Designer</li></ul>
<b>Vendor</b>	Person or company that specializes in bringing together software subsystems into a functioning whole, integrating existing or new business processes and warrants configuration and services to meet defined requirements.

## 1 General

### 1.1 Data Hierarchy Relationship Overview

#### 1.1.1 Construction Projects

1.1.1.1 Portfolio (e.g., Wastewater Department, Engineering & Construction Department)

1.1.1.2 Program (e.g., Wastewater Capital Improvements Program (CIP), Water Treatment Plant CIP, Pipeline CIP, Reservoir CIP)

1.1.1.3 Project (e.g., Pump Station X Rehabilitation)

#### 1.1.2 Users

1.1.2.1 Organization (e.g., company name)

1.1.2.2 Subgroup (e.g., design team)

1.1.2.3 User (e.g., John Smith)

**1.2 System Accessibility**

- 1.2.1 System shall be accessible by any electronic device (i.e., desktop PC, laptop, mobile smartphone) with an internet connection.
- 1.2.2 Allow certain system functionality to be available “offline” and sync automatically when internet connectivity returns.

**1.3 System Security**

- 1.3.1 Role-based or user-based security (e.g., District Construction Manager, External Consultant Principal, External General Contractor Admin, External Subcontractor Foreman) with user/organization permission templates.
- 1.3.2 Robust user permissions control, highly configurable in granularity.
- 1.3.3 Distributed, organization-based user administration.
- 1.3.4 Permissions by Construction Project Data Hierarchy.
- 1.3.5 Permissions by User Data Hierarchy.
- 1.3.6 Permissions by System modules (e.g., Forms, Reports).
- 1.3.7 Permissions by individual records.
- 1.3.8 Permissions by individual construction documents.
- 1.3.9 Limit of/by Authority.
- 1.3.10 Audit trails and audit logs for every transaction, record change for traceability.

**1.4 Workflow Engine**

- 1.4.1 System is built upon a robust workflow engine with configurable business rules.
- 1.4.2 Has a configurable, interactive, visual workflow designer.
- 1.4.3 Workflow by Portfolio and Program – new projects inherit corresponding workflow templates, forms, roles, rules, etc.
- 1.4.4 Ability to configure serial, parallel, and branched workflow (e.g., anyone can approve, all can approve; concurrent review by multiple users).
- 1.4.5 Ability to automatically escalate approval authority based on business rule defined criteria (e.g., the higher a CO dollar amount, the higher the escalation).
- 1.4.6 Workflow status prominently displayed in all documents.
- 1.4.7 Automated notifications to user that an item has been newly assigned responsibility (Ball-In-Court) to that user.
- 1.4.8 Automated reminder notifications to user that an item’s due date is nearing.
- 1.4.9 Automated reminder notifications to user that an item’s due date is past due.

- 1.4.10 Automatically route documents without human interaction based on workflow rules.
- 1.4.11 Automatically route documents without human interaction based on workflow rules.
- 1.4.12 Implement similar or enhanced version of depicted workflows in Appendix A.

## **1.5 Report Engine**

- 1.5.1 System has a robust report engine.
- 1.5.2 Dynamic reporting with drill-down capabilities from Portfolio level down to individual records.
- 1.5.3 Include numerous Out-of-the-box reports, not limited to:
  - 1.5.3.1 Workflow Performance
  - 1.5.3.2 User Defined Key Performance Indicators (KPIs)
  - 1.5.3.3 Calculated average document review/turnaround time, by document type.
  - 1.5.3.4 Change Order categories (differing site conditions, design error/omission, etc.) and track their total change order percentages by category.
  - 1.5.3.5 S-curves generated by resource and cost loaded construction schedule based on baseline and monthly updates
- 1.5.4 Users can easily create their own ad hoc reports.
- 1.5.5 Ability to export in multiple formats (e.g., print, or specific file format like PDF, etc.).
- 1.5.6 Be able to automatically generate certain routine reports.
- 1.5.7 Be able to schedule certain reports and publish for automatic distribution.

## **1.6 Data Migration**

- 1.6.1 Vendor shall describe its approach to data conversion and migration.
- 1.6.2 Data migration should be seamless with no impact on core business requirements.
- 1.6.3 Vendor shall migrate all active construction projects and associated necessary data from the existing CMIS into replacement CMIS. The District estimates there will be 20 to 35 projects with contract value between \$1,000,000 to \$200,000,000 at various stages of construction. The District estimates there is about 150 GB of data, inclusive of project's file attachments.

## **1.7 User Interface & Personalization**

- 1.7.1 Provides for folder, task, grid, calendar, map, 2D plan, and model views.
  - 1.7.1.1 Folders can be organized by Organization and/or personalized by User.
- 1.7.2 Able to view and work cross-projects, multiple projects simultaneously.
- 1.7.3 Role-based dashboards that can be personalized further by User.
- 1.7.4 Dashboard has configurable "widgets" that display:
  - 1.7.4.1 Financials at Portfolio and Program level

- 1.7.4.2 Project Financials with visual warnings (e.g., approaching 75% of project contingency).
- 1.7.4.3 Key Project Statistics
- 1.7.4.4 Time Elapsed vs Cost Billed
- 1.7.4.5 View pending/assigned work (Ball-in-Court items), across all projects.
- 1.7.4.6 View recently completed work, across all projects.
- 1.7.4.7 User Defined Bookmarks or Quick Links
- 1.7.5 Individual user "inbox".
- 1.7.6 User defined work calendars or be able to integrate User's MS Outlook calendar.
- 1.7.7 Ability to preview and/or view files without necessarily launching separate application (e.g., PDFs, Word Documents, .DWF, DNG., and 3D Models)
- 1.7.8 Provides for "setup wizards" or step-by-step walkthroughs to User setting up new Project and other key System functionality.
- 1.7.9 System wide search ability including content of uploaded documents.

## **2 Contract Administration**

### **2.1 Contract Administration**

- 2.1.1 Allow certain users (e.g., Contract Administrator) to create and modify construction project properties (i.e., Contractor, project location, description, bid amount, contract time, organizational relationships, criticality, etc.).
- 2.1.2 Allow Construction Managers to initiate, review, and approve either unilateral or negotiated changes to the adjust contract scope, time, and cost as the project progresses.

### **2.2 Schedule Controls**

- 2.2.1 Ability to import construction schedule from MS Project, Oracle Primavera P6, or spreadsheet.
- 2.2.2 Ability to view side by side comparison of multiple schedules in Gantt chart format.
- 2.2.3 Ability to display or have Critical Path Method (CPM)-related features.
- 2.2.4 Ability to input a Notice to Proceed date and create custom milestones (e.g., Ready for Service, Ready for Integration Programming, etc.) a certain number of calendar days after the Notice to Proceed date, with the ability to adjust those milestone dates via Change Order.

### **2.3 Cost Tracking Controls**

- 2.3.1 Cash Flow Analyses
  - 2.3.1.1 Automatic Linear Projection.
  - 2.3.1.2 Automatically distribute projection by curve, Front Loaded, Back Loaded, Bell Curve,

etc.

- 2.3.1.3 Ability to compare actual to projected.
- 2.3.1.4 Forecast multiple project Cash Flow by fiscal year.
- 2.3.2 Ability to track cost exposure with links to Requests for Information, Change Order Requests, and Potential Change Orders.
- 2.3.3 Ability to generate and print comprehensive financial summaries (COR's, PCO's, Risk Items, CO's, Payments to Date, etc.).
- 2.3.4 Ability to code progress payments and change orders against multiple internal billing codes with adjustable percentages.
- 2.3.5 Ability to edit % Complete or Payment Amount each month.
  - 2.3.5.1 Provide user interface for rapid entry, e.g. all items available for editing at once, rather than needing to edit one item at a time, save, open next item and edit it, etc.
- 2.3.6 Prior to allowing submittal of a Payment Request, perform check that no items have been included that are over 100% complete. Provide an error message until the error is fixed.
- 2.3.7 As Change Orders are created and approved, automatically populate the name and values within the Payment Request so they can be billed.
- 2.3.8 Change Orders cannot be billed until CO (not COR/PCO) is created by District and approved by the District.
- 2.3.9 Ability to create custom Progress Payment form with adjustable District-specified fields such as Purchase Order #, Escrow Account, From Date, To Date, Check Date, Recommended By, Approved By, etc.
  - 2.3.9.1 Ability to create and deduct additional temporary withholdings, such as for Liquidated Damages, from Progress Payments, and later release those funds once a settlement has been reached.
- 2.3.10 Ability to import schedule of bid prices from a spreadsheet (Schedule of Values).
  - 2.3.10.1 Schedule of Values shall require that line-item costs be entered as full dollar amounts only (no cents) to prevent fractions of cents from being billed when monthly billing percentages are entered. Change Orders may have values including cents, but CMIS should not round any numbers – truncate only.

## **2.4 Change Management Controls**

- 2.4.1 Provide standard COR/PCO form. (District to initiate COR. Contractor to initiate PCO).
- 2.4.2 Provide standard COR/PCO form.
- 2.4.3 Ability to issue a Unilateral Change as a response to a COR or PCO.
- 2.4.4 Ability for Contractor to respond to COR/PCO form with Cost & Time impacts.
  - 2.4.4.1 Separate fields for cost, compensable days, and non-compensable days.

- 2.4.5 Ability to track date COR/PCO submitted and date responded to, with automatic notification after specified days without response.
- 2.4.6 Provide standard Change Order (CO) form (District to issue Change Orders).
- 2.4.7 Ability to revise COR or PCO until CO is created.
- 2.4.8 Ability for Contractor to enter Daily Extra Work Report (DEWR) based on District standard form format (labor, materials, equipment, markups) with financial tools to compute the cost of each DEWR and summary of a group of DEWRs associated with a COR.

### **3 Document Management**

#### **3.1 Accessibility**

- 3.1.1 Construction documents shall be accessible by any internet-enabled device (i.e., desktop PC, laptop, mobile smartphone).
- 3.1.2 Construction documents shall initially default to read-only access to all users within its owning Organization (e.g., all users of ABC Contractor can see documents uploaded/created by other ABC Contractor users), unless modified by users with appropriate permissions.
- 3.1.3 Accessibility of construction documents is controlled between Organizations (e.g., ABC Contractor should not be able to see XYZ Contractor's documents), unless modified by users with appropriate permissions.
- 3.1.4 Feature other functionality that prevents unauthorized access to records and documents.

#### **3.2 Importability**

- 3.2.1 Ability to upload any file type and attach to system record.
- 3.2.2 Ability to import certain file types and integrate into system functionality (e.g., import construction schedule from MS Project file).
- 3.2.3 Ability to upload a mass number of files rather than just one file at a time.
- 3.2.4 Ability to automatically OCR uploaded documents.
- 3.2.5 Ability to index uploaded documents to support System search engine feature.

#### **3.3 Forms & Templates**

- 3.3.1 Design Features
  - 3.3.1.1 Ability to add user definable dates, lists, text, and memo fields.
  - 3.3.1.2 Ability to define calculations on fields.
  - 3.3.1.3 Ability to designate required fields.
  - 3.3.1.4 Ability to control where fields appear on Form and Templates.
  - 3.3.1.5 Ability to insert digital signature or other electronic tracking and approval mechanism

on Forms and Templates.

- 3.3.1.6 Ability to easily insert blocks of standard language text (e.g., District legalese).
- 3.3.1.7 Ability to insert “smart reference” or link to other documents in System (to limit unnecessary data or document duplication) (e.g., when creating a Deficiency Notice, insert link to Daily Inspection Report.).
- 3.3.1.8 Ability to upload and attach file(s) to completed Forms and documents created from Templates.
- 3.3.1.9 Native rich text editor for formatting text or leverage MS Office 365 integration.
- 3.3.1.10 Native spell and grammar check or leverage MS Office 365 integration.
- 3.3.1.11 Option to print on District letterhead or publish with District letterhead.
- 3.3.1.12 Automatically enumerate sequentially completed Forms and documents created from Templates for a Project, including items in “draft”.
- 3.3.2 Ability to assign workflow to completed Forms and documents created from Templates.
- 3.3.3 Ability to report against completed Forms and documents created from Templates.
- 3.3.4 Ability to assign custom Forms and Templates by Project.
- 3.3.5 Provide features that minimize/prevent data entry loss (e.g., auto saving in draft, configurable idle time before System log out).
- 3.3.6 Minimum Forms & Templates Required, collectively represents Document Types tracked in System, and selected requirements (Refer to Appendix B for examples):
  - 3.3.6.1 Asset List
    - 3.3.6.1.1 Ability to import Asset List containing attributes for up to thousands of assets and link an asset to other documents (e.g. Submittals, RFIs, etc.).
    - 3.3.6.1.2 Ability to export Asset List and its attributes (to be consumed by external Computerized Maintenance Management System/Asset Management system), including links to System documents or export of linked System documents.
  - 3.3.6.2 Action Items
  - 3.3.6.3 Change Directive (CD)
  - 3.3.6.4 Change Order Requests (COR)
  - 3.3.6.5 Change Orders (CO)
  - 3.3.6.6 Contract
  - 3.3.6.7 Contractor Correspondence
  - 3.3.6.8 Daily Extra Work Reports (DEWR)
  - 3.3.6.9 Daily Inspection Reports (DIR)
    - 3.3.6.9.1 Ability to track progress of work completed on DIR by unit quantity completed out of total, i.e., linear of feet per day, or percent complete per day. Progress of work should be



reportable by day, week, month, year to track status of work.

- 3.3.6.9.2 Ability to organize and track work on DIR by PCO/COR/CO identifier, work area or activity, grouping craft workers, equipment, and photos accordingly.
- 3.3.6.9.3 Functionality to check DIR against Certified Payrolls. Name/Craft/Hours Worked sorted by week.
- 3.3.6.10 Deficiency Notice
- 3.3.6.11 Design Change (DC)
  - 3.3.6.11.1 Ability to automatically supersede old drawings with drawings revised via DC.
  - 3.3.6.11.2 Ability to convert DC received but not selected for implementation to a separate document type/category (e.g., Voided DC) for tracking purposes.
- 3.3.6.12 Drawings
- 3.3.6.13 Invoices
- 3.3.6.14 Material Testing Record
- 3.3.6.15 Notice to Proceed
- 3.3.6.16 Meeting Agenda
- 3.3.6.17 Meeting Minutes
  - 3.3.6.17.1 Be able to automatically generate template from associated meeting agenda, and convert minutes to agenda for subsequent meeting.
- 3.3.6.18 Memo
- 3.3.6.19 Organization Chart (for Project)
- 3.3.6.20 Organization Profile
- 3.3.6.21 Pay Estimate
- 3.3.6.22 Payments
- 3.3.6.23 Plant Inspection Request
- 3.3.6.24 Punch List
- 3.3.6.25 Potential Change Order (PCO)
- 3.3.6.26 Request for Information (RFI)
  - 3.3.6.26.1 Drawing and specification section links (references) to be mandatory.
- 3.3.6.27 Schedule of Submittals
  - 3.3.6.27.1 Ability for District to create a Master List of Anticipated Submittals ("Schedule of Submittals") and require Contractor to pick from that list when submitting submittals.
  - 3.3.6.27.2 Ability for District to define the categories of anticipated Submittals within the Schedule, such as Shop Drawing, O&M Manual, As-Built, Training, Factory Testing, Field Testing, etc. as well as ability to define Submittal due by numbers of days, calendar date, or relative to other event (e.g., "Prior to Shipment", "After Field Testing", etc.).

3.3.6.28 Schedule of Values

3.3.6.29 Specifications

3.3.6.30 Submittals

3.3.6.30.1 Inability for Contractor to re-submit until all submittal comments are addressed.

3.3.6.30.2 Drawing and specification section links (references) to be mandatory.

3.3.6.31 Submittal Responses

3.3.6.32 Survey Request

3.3.6.33 User Profile (with Audit Trail Report)

### **3.4 Traceability**

3.4.1 Ability to drill down from portfolio to the program to the project all the way down to the document and the ability to roll back up from the document to the portfolio.

3.4.2 Ability to tell whether an assigned reviewer has opened or read an item.

3.4.3 Ability to assign or re-assign to proxy reviewer if user is unavailable (sick, vacation, etc...)

3.4.4 Automatically append certain metadata to documents uploaded or created by System.

3.4.4.1 Activity in baseline schedule with which document corresponds.

3.4.4.1.1 To facilitate timeline view or progression of project (e.g., view set of construction photos from stage to stage).

3.4.4.2 Document Type (e.g., Submittal, RFI, COR).

3.4.4.3 Status (e.g., Approved, Approved As Noted, Revise and Resubmit, Acknowledge Receipt, Returned Without Review).

3.4.4.4 Other typical Audit Trail metadata (e.g., who uploaded, date uploaded, who last modified, date last modified, etc.)

3.4.5 Sophisticated version control features:

3.4.5.1 File Check-in and check-out file ability.

3.4.5.2 Automatic version enumeration.

3.4.5.3 Automatic parent-child relationship linkage.

### **3.5 Searchability**

3.5.1 Ability to search System wide records, including content of file attachments, on user defined criteria.

3.5.1.1 Searches should default to “AND” for multiple words or allow Boolean operators.

3.5.2 Ability to sort and filter search results.

3.5.2.1 Ability to organize search results by document type and document identifier number.

3.5.3 Be able to easily navigate between related documents by its associated workflow or parent-child

document hierarchy (e.g., if viewing a Change Order, be able to jump to the associated Change Order Request, and vice-versa).

- 3.5.4 Be able to save search queries.
- 3.5.5 Be able to share search queries with other users.

### **3.6 Exportability**

- 3.6.1 Ability for user to download system record(s) and associated attached file(s).
- 3.6.2 Ability for user to select multiple records and/or attached file(s) and export into single file (e.g., single PDF or compressed zip file).
- 3.6.3 Ability for user to select entire project at various stages of project completion and at final project completion to export all documents and attachments to individual searchable pdfs with linked index.
- 3.6.4 Ability to export in multiple formats (e.g., print, or specific file format like PDF, etc.).

## **4 Project Communication**

### **4.1 Notifications**

- 4.1.1 Proactive in-System alerts and email notifications based on workflow and business rules (e.g., automatically send to users when new documents are submitted/available for viewing; notify original author or document owner of subsequent changes).
- 4.1.2 Ability for a user to manually “subscribe” or “follow” any document and be notified of changes to that document.
- 4.1.3 Ability to create and customize distribution lists to groups of users, types of users, and individual users.

### **4.2 Collaboration**

- 4.2.1 Provide functionality to support collaboration, in real-time, between construction teams and multidisciplinary design teams.
- 4.2.2 Provide functionality to support collaboration, in real-time, between office staff and field staff.
- 4.2.3 Leverage MS Teams or have similar chat, meeting, calling, and collaboration features.
- 4.2.4 Leverage MS Office 365 software (e.g., Word, Excel, Outlook) or have similar features such as:
  - 4.2.4.1 Real-time, multi-user editing of certain documents.
  - 4.2.4.2 Highlight track changes.
  - 4.2.4.3 Compare changes between documents.
- 4.2.5 Ability to select from a list of common review comment language (to help standardize consistent comment language and usage on current and other projects) that User can insert or flag in

document.

- 4.2.6 Ability to add “sticky note” or comment callout on documents.
- 4.2.7 Native ability to Markup, Redline, and Polyline on documents or leverage Bluebeam Revu and/or Adobe Acrobat Pro.
- 4.2.8 Ability to create To-Do/Action Items or flags in any document, assign them to users, and be able to track until completion.
- 4.2.9 Ability to categorize To-Do/Action Items by urgency and importance.

#### **4.3 Field-Specific**

- 4.3.1 Leverage geo-location data on System generated documents, photos, and video, facilitate for associated geospatial search.
- 4.3.2 Leverage weather services features.
- 4.3.3 Native ability to quickly markup and/or add comments to photos without need of third-party software.
- 4.3.4 Provide features supporting field safety.

## **5 Interfaces**

### **5.1 Expected Systems**

- 5.1.1 Ability to support District’s Single Sign-On authentication for both District and non-District users.
- 5.1.2 Ability to interface with the District’s Financial Information System and Procurement System, “Elsie”, an Oracle Cloud Fusion ERP product.

### **5.2 Potential or Optional Systems**

- 5.2.1 Ability to leverage and interface with District systems and software where applicable (see composite list under Exhibit F – Technical & Non-Functional Requirements, Appendix A).

By signing below, I acknowledge that I have read and understand the requirements as set forth in this document. My signature also certifies that documentation will be provided wherever the System does not fully meet any of the requirements set forth in this document.

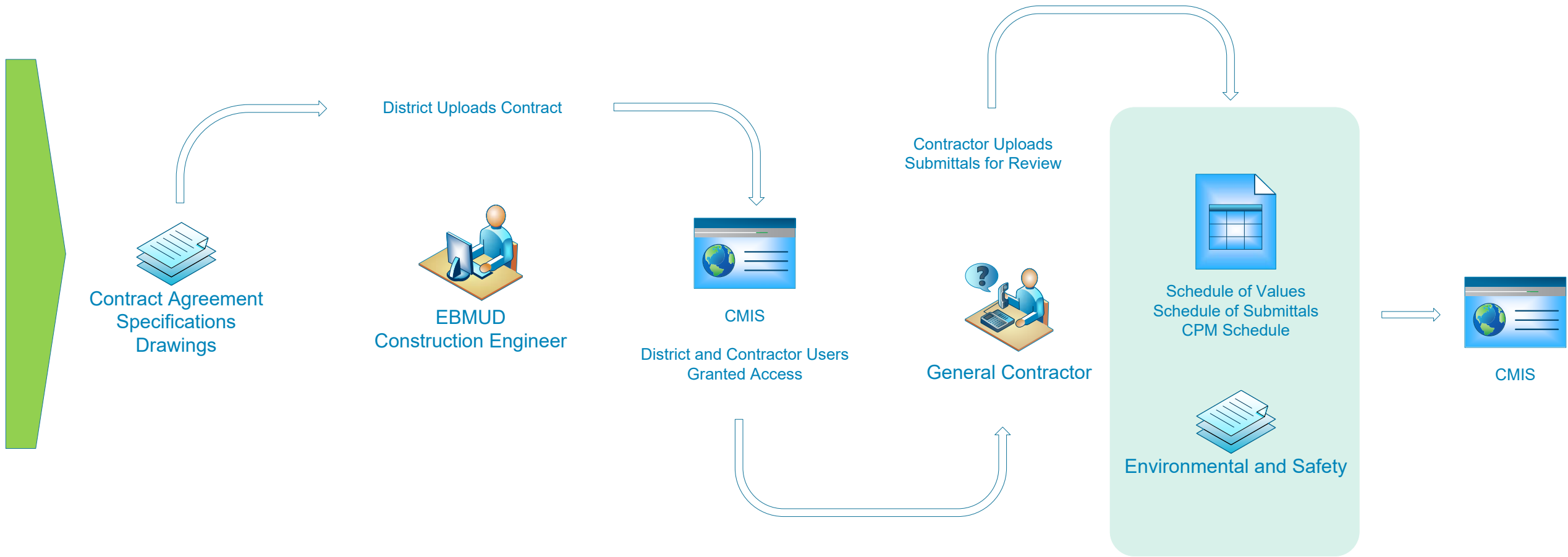
\_\_\_\_\_  
Print Name

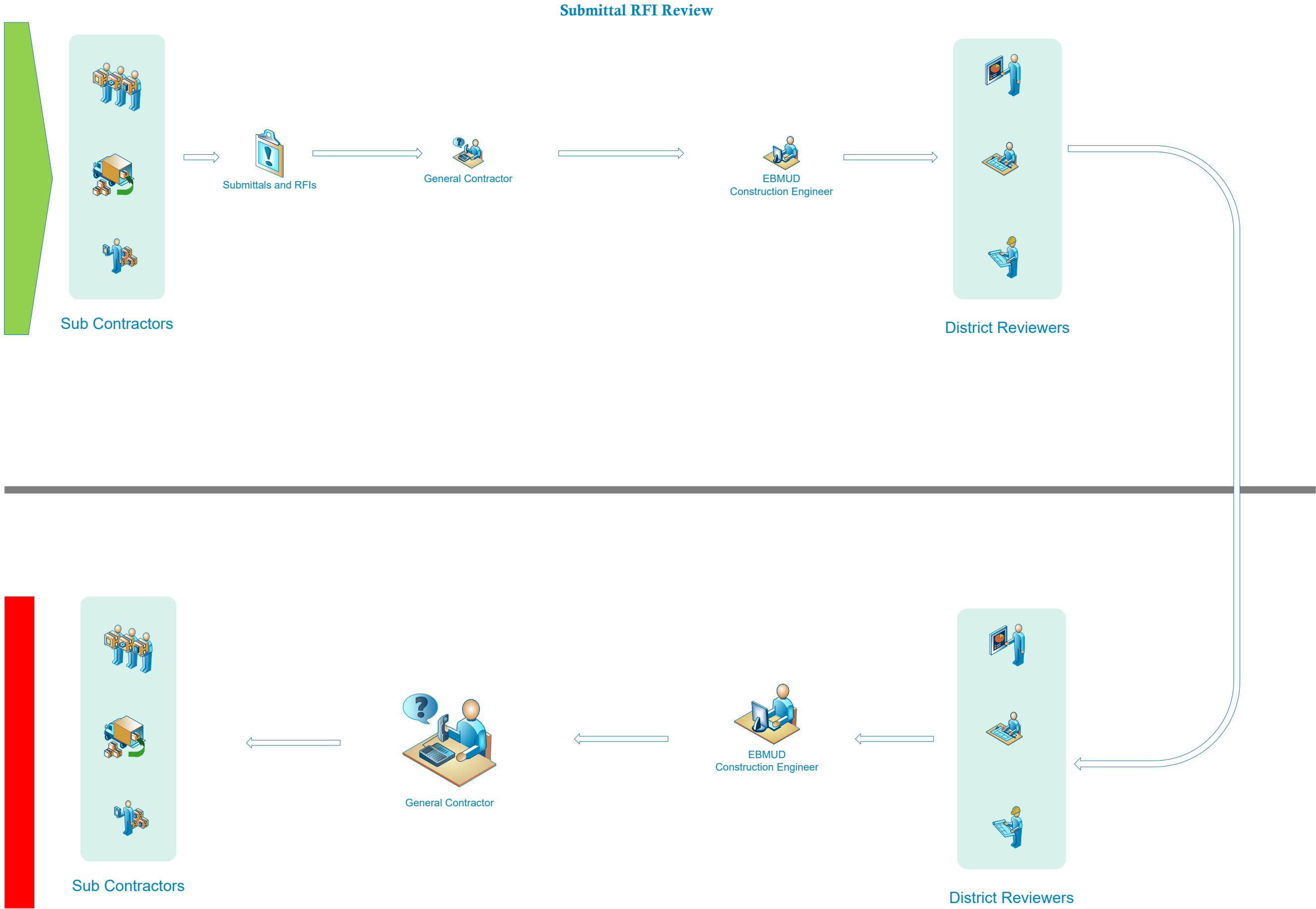
\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

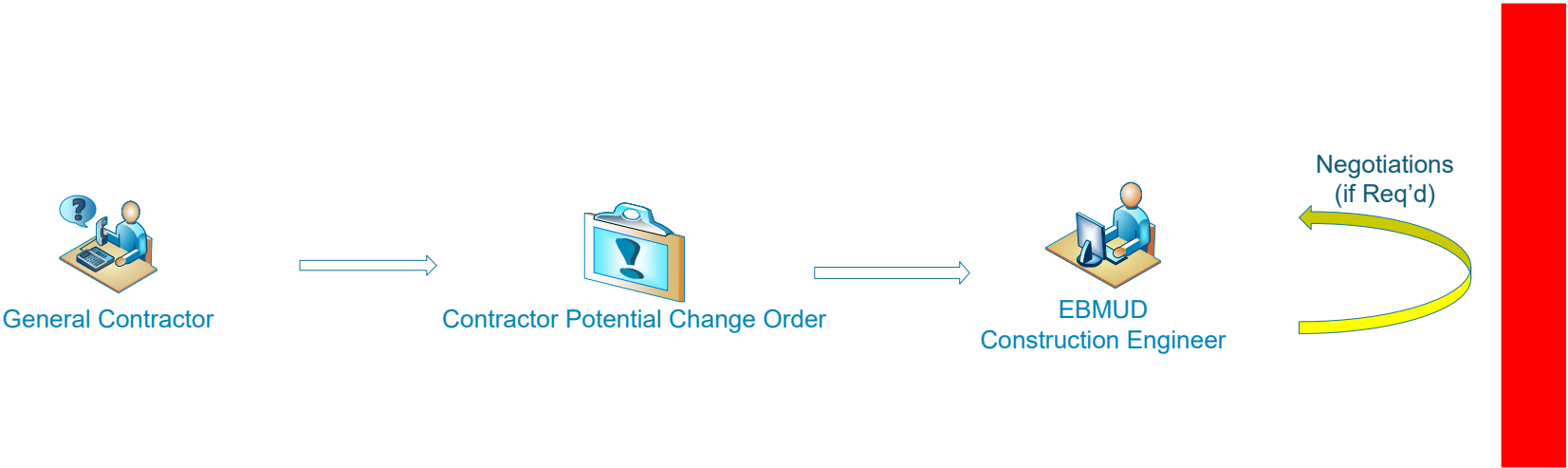
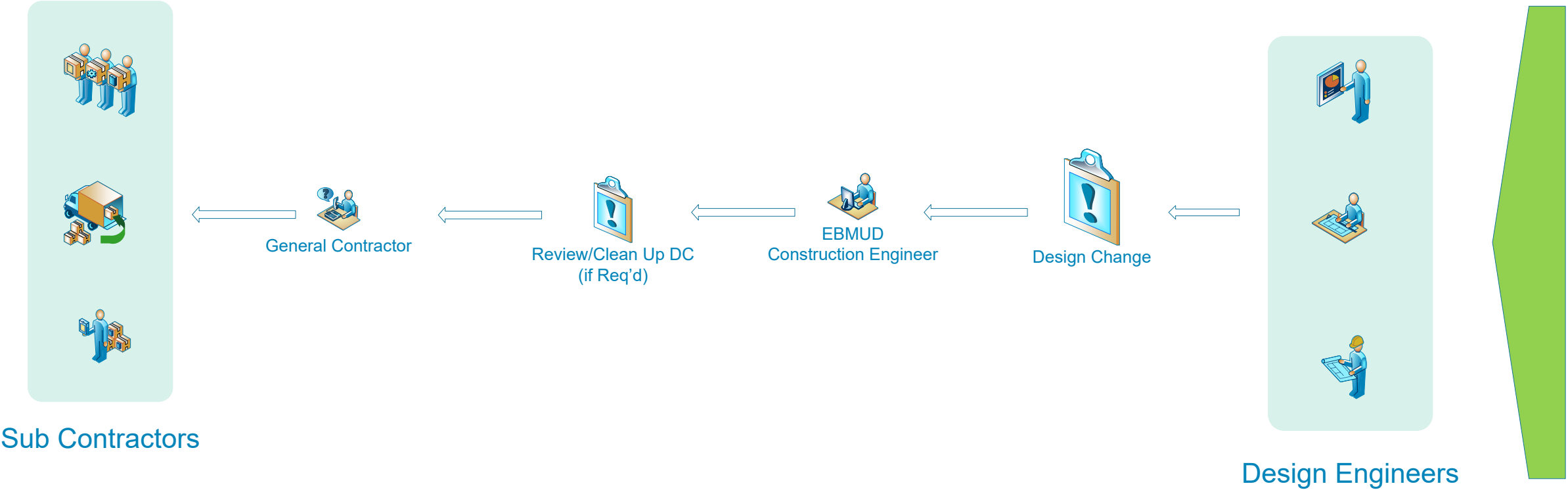
## **Appendix A – Current Business Workflow Diagrams**

Start of Project



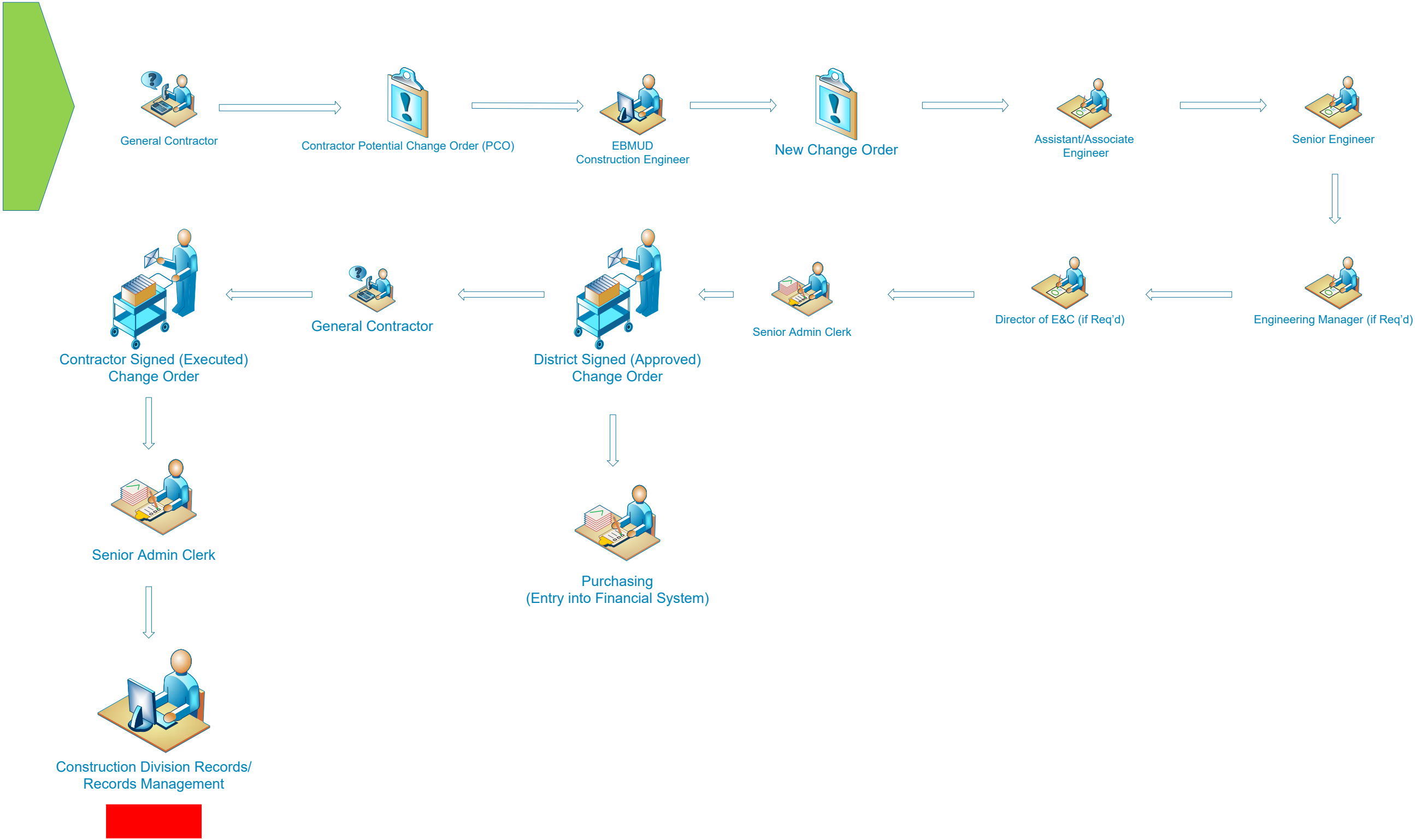


# Design Change to Change Order Request

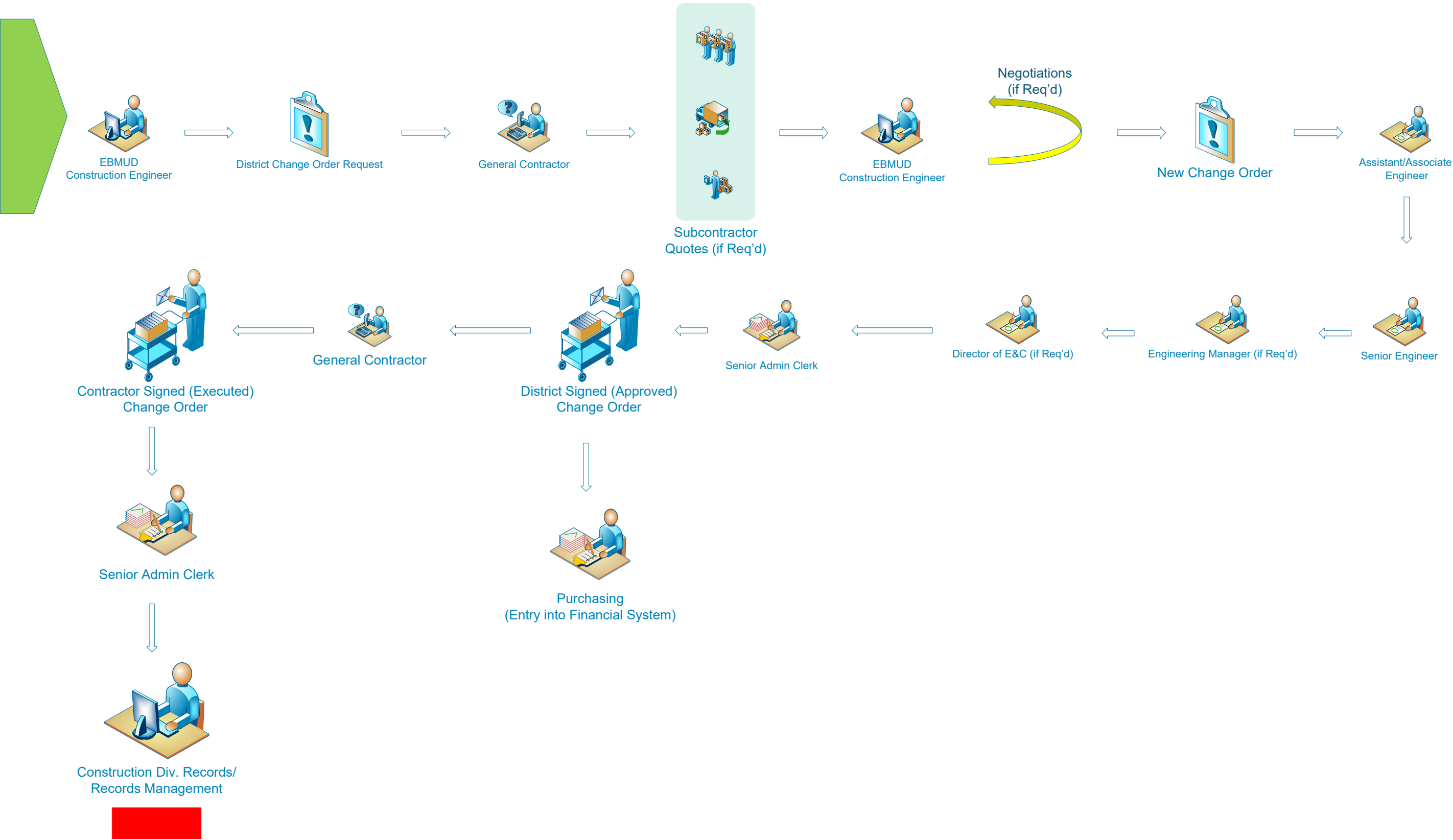


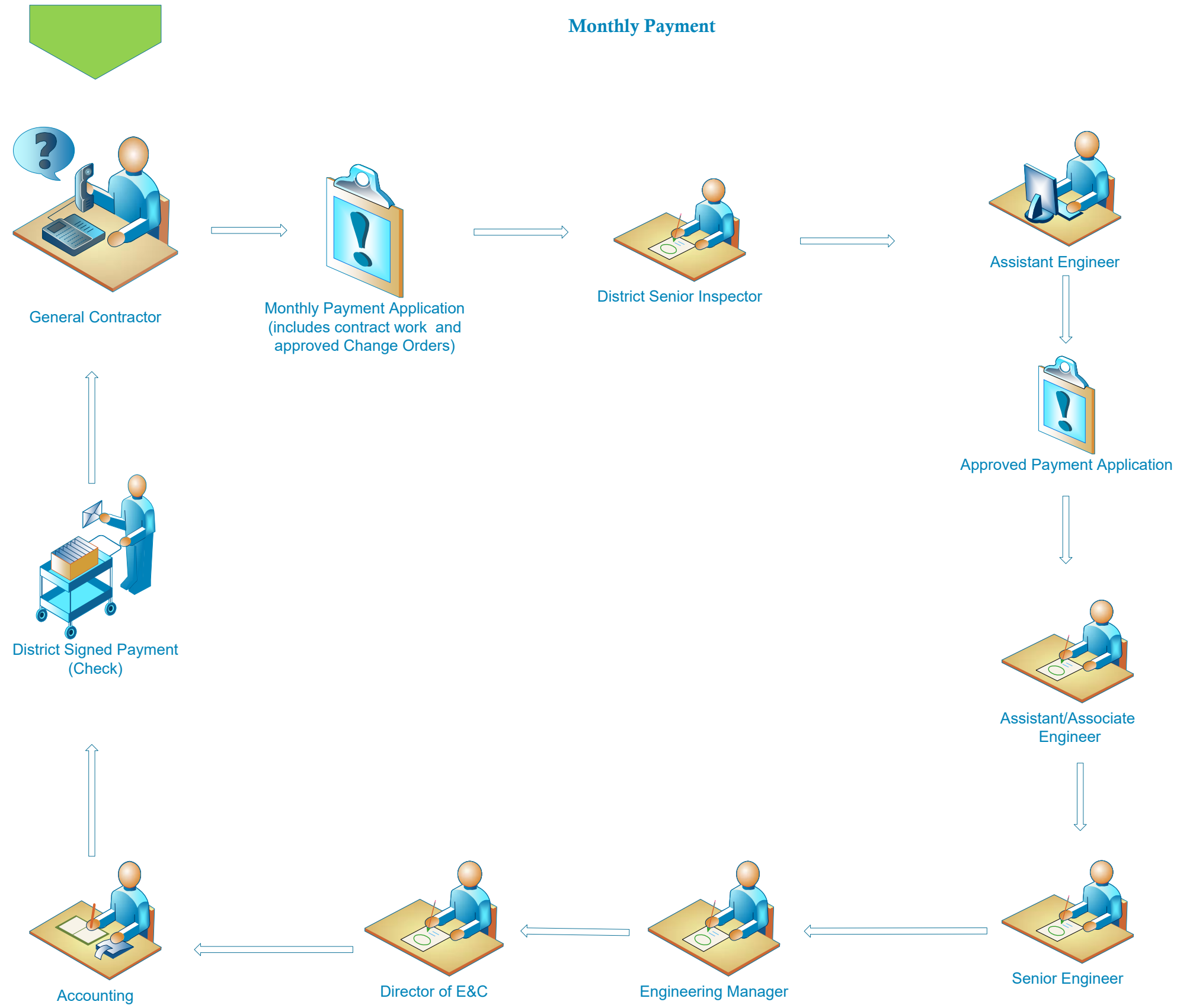


Potential Change Order to Change Order



# Change Order Request to Change Order





## **Appendix B – Examples of Documents**

Refer to Compressed Folder/ZIP File. Included Examples:

1. Change Orders (CO)
2. Change Order Request (COR)
3. Contract
4. Correspondence
5. Daily Extra Work Report (DEWR)
6. Daily Inspection Report (DIR)
7. Deficiency Notice
8. Design Change (DC)
9. Meeting Agenda and Minutes
10. Memo
11. Organization Chart (for Project)
12. Organization Profile
13. Pay Estimate
14. Plant Inspection Request
15. Potential Change Order (PCO)
16. Project Profile
17. Punch List
18. Request for Information (RFI)
19. Schedule of Values
20. Submittal and Response
21. Survey Request
22. User Profile (with Audit Trail Report)

**EXHIBIT E**

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
Construction Management Information System (CMIS)

# Functional Requirements Response Form

**April 2021**

REFER TO FUNCTIONAL REQUIREMENTS RESPONSE FORM (EXCEL FILE): To be completed, at minimum, in its entirety for functional requirements. Proposer may supplement form with separate documents (e.g. images, workflows, lengthy descriptions could be stored separately and referenced in the excel version).

## EXHIBIT F

### EAST BAY MUNICIPAL UTILITY DISTRICT Construction Management Information System (CMIS)

# Technical & Non-Functional Requirements

April 2021

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## 0 Definitions

<b>Cloud-based Services</b>	Applications, services, or resources made available to users via the Internet.
<b>CMIS</b>	Construction Management Information System (CMIS), the requirements for which are specified in this document; also referred to as 'System'.
<b>District</b>	East Bay Municipal Utility District (EBMUD)
<b>Personally Identifiable Information (PII)</b>	<p>For the purposes of this document, data types that constitute PII include (but are not limited to):</p> <ul style="list-style-type: none"><li>• An individual's first initial and last name, or first name and last name, with:<ul style="list-style-type: none"><li>○ Social security numbers, or portions thereof</li><li>○ Driver's license numbers</li><li>○ Financial account numbers (e.g., credit card numbers, bank accounts, etc.)</li><li>○ Medical information</li><li>○ Health insurance information</li></ul></li><li>• Online account usernames and passwords</li><li>• Information related to specific customer accounts (water consumption, account numbers, financial data, phone numbers, home address, etc.)</li><li>• Personnel records (birthdates, home address, phone numbers, etc.)</li></ul>
<b>System</b>	The software solution including licenses and configurations which meets all defined requirements or an agreed upon subset of requirements.
<b>Vendor</b>	Person or company that specializes in bringing together software subsystems into a functioning whole, integrating existing or new business processes and warrants configuration and services to meet defined requirements.

## 1 System Security / Authentication

### 1.1 Single Sign-On

- 1.1.1 The System shall use District's Single Sign-On Architecture. CAS, standard SAML protocol, and Active Directory (for authenticating District staff) are currently used at the District.



- 1.1.2 Users that are District employees must authenticate through SSO against the District's Active Directory implementation, using their existing District Active Directory credentials.
- 1.1.3 Users that are not District employees must authenticate through SSO against the District's EBMUD ID implementation, using their existing EBMUD ID credentials.
- 1.1.4 Once users have signed into the System, they will not need to sign in again when accessing different functionality.
- 1.1.5 The System shall support a configurable session timeout. Users shall be required to reauthenticate upon session expiration.

## **1.2 Encryption**

- 1.2.1 The System shall utilize standard cryptographic protocols (TLS 1.2) to encrypt any web page performing transaction processing for internal or external tasks.
- 1.2.2 The System shall strongly encrypt all confidential or personally identifiable information in transit (during transactions) and at rest (in the database), using AES-256 or an equivalent cipher.
- 1.2.3 Vendor shall provide specifications listing the encryption algorithms and protocols used to secure data in transit and at rest, and notify District of any changes made regarding encryption.

## **1.3 Role-based User Access**

- 1.3.1 The System shall provide role-based access control throughout the System to implement least privilege access.
- 1.3.2 The System shall extend role-based access control to the application, transaction, and data levels.
- 1.3.3 The System shall provide configuration tools for District contract administrators and other defined user roles to assign and modify users to and from different roles. District contract administrators and other defined user roles shall have the ability to add, delete, and modify roles and shall have the ability to customize security permissions assigned to each role.

## **1.4 Application Design**

- 1.4.1 The System shall be designed, developed, deployed, and tested in accordance with and up to industry standards including but not limited to Open Web Application Security Project (OWASP) security principles.

## **1.5 Audit Logs**

- 1.5.1 The System shall log all system activity, including, but not limited to, events, errors, transactions, warnings, failures, notifications, and outages.

- 1.5.2 The System shall provide human-readable audit log functionality. The System shall allow for the storing, searching, sorting, and viewing of all System transactions which include, but are not limited to, user activities, interface activities, and automated activities.
- 1.5.3 The System shall make all logged activity available to District staff through both a web interface and SYSLOG via TCP/IP. As opposed to audit trail functionality, logged activity interfaces shall target an IT audience.
- 1.5.4 The System shall make audit log information available to only a select group of user roles designated by District system administrators.
- 1.5.5 The System shall provide District system administrators the ability to purge audit logging data as needed.

## **1.6 Cloud-based Services**

- 1.6.1 Vendor shall provide District with documentation identifying all cloud providers and partners (e.g. Amazon, Microsoft, etc.) and shall notify District of any changes made regarding cloud infrastructure.
- 1.6.2 Cloud-based services shall comply with all relevant security standards including ISO/IEC 27001:2013 and PCI DSS.
- 1.6.3 Cloud-based service providers shall be obligated to notify the District of any suspected or confirmed security breach within 7 calendar days of the event and shall take action to remedy such breach as quickly as is reasonably possible.
- 1.6.4 Cloud services must utilize an industry recognized security framework such as CIS CSC-20 or NIST 800-53 SP4. Service provider must provide a current SOC2 Type II audit report to District annually. The scope of the audit report must include the physical compute environment as well as the ongoing operations and maintenance of the SAAS application and data.

## **2 Usability**

### **2.1 System Performance/Availability**

- 2.1.1 The System shall be available to the District 24 hours a day, 7 days a week.
- 2.1.2 The System shall provide 99.99% or greater up-time, including planned outages, during the following hours: 6:00 AM – 6:00 PM Pacific time, Monday through Friday.
- 2.1.3 The System shall provide 99% or greater up-time, including planned outages, outside of the following hours: 6:00 AM – 6:00 PM Pacific time, Monday through Friday.
- 2.1.4 Vendor shall provide a Service Level Agreement (SLA) that specifically identifies system up-time and performance guarantees, beyond those identified in this document.

- 2.1.5 The System shall have a mechanism to document system up-time and performance that is available to the District to review.
- 2.1.6 95% of application pages shall be displayed within 2 seconds. 99% of application pages shall be displayed within 5 seconds.

## **2.2 Mobility**

- 2.2.1 The System shall provide access to all major functions through mobile devices running Android, Windows, or iOS operating systems.
- 2.2.2 The System shall use responsive, mobile-friendly user interface.
- 2.2.3 Should they exist, the Vendor shall provide, and maintain, a list of functions not supported on particular mobile devices, or particular mobile environments.
- 2.2.4 The Vendor shall provide, and maintain, a list of supported mobile operating systems and browsers.

## **2.3 Accessibility**

- 2.3.1 The System shall provide access to all functionality through HTML 5 compliant standard web browser.
- 2.3.2 The System shall be accessible from current versions of Internet Explorer, Edge, Chrome, Firefox, Safari, and any other commonly used desktop and/or mobile web browser.
- 2.3.3 The System shall be in compliance with Section 508 of the Rehabilitation Act of 1973.

## **2.4 Design**

- 2.4.1 The System shall incorporate well established User Interface patterns to facilitate a good user experience. E.g., provide tips for form fields, provide drop down menus for fields that the customer may not know the correct terminology to type in, etc.

## **2.5 Scalability / Flexibility**

- 2.5.1 The System shall accommodate 2000 concurrent users without noticeable degradation in performance.

# **3 Data Management**

## **3.1 Data Security**

- 3.1.1 All data written into the System or read by the System shall remain the property of the District and shall not be used, disclosed, or sold without written authorization from the District.

- 3.1.2 Vendor shall identify the data elements required from the District to deliver the functionality listed in the functional requirements.
- 3.1.3 Unless otherwise agreed upon by the District, Vendor shall eliminate local storage of PII, retrieving it only on an as-needed basis from the District via REST web services.
- 3.1.4 Vendor shall notify the District of any changes to its Infrastructure after the initial implementation.
- 3.1.5 Vendor shall not share any District data (atomic or aggregated) with any 3rd party for any purpose, unless otherwise agreed upon by the District.
- 3.1.6 Vendor shall create a Data Management plan and annually review it with the District.

### **3.2 Data Migration**

- 3.2.1 Vendor shall provide the framework, tools, guidance, mapping documentation, and validation methods for the conversion of existing District data to a format compatible with the System.
- 3.2.2 Vendor shall load converted data into the System as required to thoroughly test and prepare System for production deployment.
- 3.2.3 Vendor shall design all data conversion processes to be fully automated and repeatable. Such processes shall be designed in a modular manner to facilitate error recovery. Processes that encounter errors shall be capable of being rerun after correcting the errors without needing to rerun preceding processes that executed successfully.
- 3.2.4 Vendor shall work with the District to determine the proper system of record for all data in the existing District CMIS database. If it is determined by the District that certain data is not to be migrated because the System is not the proper system of record, the System is to acquire that data from the proper District system of record via API.
- 3.2.5 Vendor shall describe its support for District's use of third-party ETL tools or other automated tools to perform data conversion and data extraction.

### **3.3 Data Export**

- 3.3.1 The System shall provide mechanisms for the export of all data, including stored files, to District storage, or other external media, in a format specified by the District.
- 3.3.2 Data export mechanisms shall provide the following:
  - 3.3.2.1 Full Export -- A complete export of all data
  - 3.3.2.2 Incremental Export -- An export of changed data since the last full or incremental export
  - 3.3.2.3 Defined Export -- A configurable export of data sets as defined by District
- 3.3.3 Vendor will provide and maintain documentation on reverse data mapping, sufficient for the District to map all system data back to District storage. This mapping is likely the

reverse of the forward mapping created during migration, with the addition of any fields new to the system. Upon changes to the System data structure, Vendor will provide the District with updated documentation.

- 3.3.4 Vendor shall design all data extraction processes to be fully automated and repeatable. Such processes shall be designed in a modular manner to facilitate error recovery. Processes that encounter errors shall be capable of being rerun after correcting the errors without needing to rerun preceding processes that executed successfully.

### **3.4 Data Availability**

- 3.4.1 The System shall be able to associate data to predefined retention schedules. Retention schedules shall be permanently tied to the data but the retention schedule, itself, can be subject to change.
- 3.4.2 The System shall allow the District to retrieve data from the System at regular intervals.

## **4 Interfaces**

- 4.1.1 The District utilizes numerous custom-built, commercial off-the shelf, and cloud software solutions. When applicable, the System will need to exchange data with many of these applications in batch or real time. When applicable, the System will provide standard interfaces to existing and future District systems/applications for incoming and outgoing data. **Appendix A** provides a list of applications/vendors with which the System may need to interface.
- 4.1.2 For new and existing interfaces, the District will need specifications including but not limited to the following:
  - 4.1.2.1 Authentication and authorization
  - 4.1.2.2 Data fields, data types, source systems, and destination systems
  - 4.1.2.3 Frequency
  - 4.1.2.4 Communication protocol
  - 4.1.2.5 How interface error processing and recovery are handled
  - 4.1.2.6 How transactions are logged
  - 4.1.2.7 SLA requirements for incoming and outgoing interface transactions

## **5 Non-Production Instances**

- 5.1.1 In addition to a production instance, Vendor shall provide additional instances as listed below, during the implementation period as well as post go-live, for the life of the contract. Each instance must independently possess all required components including infrastructure, application servers, middleware, databases, etc. Each instance shall

provide functionality identical to the production instance except for changes being developed or tested. These instances shall be configurable by the District to connect to other systems, and to disable or modify any production-specific functionality (such as notifications).

- 5.1.1.1 Development instance to perform software development and unit testing.
- 5.1.1.2 Testing instance to verify patches and upgrades before they are implemented in production.
- 5.1.1.3 Training instance to allow District staff to train on the system without using the production instance.
- 5.1.1.4 Staging instance to allow the District to test integrations with other non-vendor applications, if applicable.
- 5.1.2 Vendor shall provide details regarding instance management including but not limited to the following:
  - 5.1.2.1 Administration
  - 5.1.2.2 Instance refresh procedures
  - 5.1.2.3 Backup and restore
  - 5.1.2.4 Infrastructure and performance variances versus the production instance
- 5.1.3 All instances shall support the automated transfer of configuration data, such as scripted configuration moves, allowing transfer from one environment to another or from the configuration repository.
- 5.1.4 Upon request by District, Vendor shall refresh non-production instances specified by District with a copy of production data and/or files. Vendor shall perform and complete such refreshes within 5 business days.

## **6 Updates and Releases**

- 6.1.1 The Vendor shall notify the District of all updates, releases, and other system changes, whether planned or unplanned.
- 6.1.2 The Vendor shall provide 14 days advance notice for every planned software release and update, unless otherwise agreed upon by the District.
- 6.1.3 The Vendor shall provide 90 days advance notice for every planned update or release that includes a “breaking change” to System API, unless otherwise agreed upon by the District. The Vendor shall provide documentation that reflects the breaking change.
- 6.1.4 The Vendor shall provide detailed release notes for every planned software release.
- 6.1.5 The Vendor shall perform all planned system maintenance outside of District business hours (6:00 AM to 5:00 PM Pacific time, Monday through Friday), unless otherwise agreed upon by the District.

- 6.1.6 The Vendor shall work with the District to provide a release candidate instance at least seven days before all planned updates and releases. Vendor shall provide options to opt out of updates and releases.
- 6.1.7 The Vendor shall provide system/application support regardless of whether EBMUD agrees to updates and releases.
- 6.1.8 The Vendor shall provide options to go back to the previous release of the System if issues are encountered post-release.

## **7 Business Continuity and Disaster Recovery**

- 7.1.1 The vendor shall provide a Business Continuity and Disaster Recovery plan.
- 7.1.2 The System shall provide full data back-ups on a predetermined schedule and provide recovery capabilities. Desired Recovery Time Objective (RTO) is 12 hours or less.
- 7.1.3 The System shall provide a Recovery Point Objective (RPO) of 5 minutes or less. Ideally, the System shall be able to recover all committed transactions as of the time point immediately preceding the disaster.
- 7.1.4 The System shall have its business continuity plan tested on a regular, predetermined timeframe.
- 7.1.5 The System shall provide manual, hard copy workflow provisions during critical system failure.

## **8 Exit Strategy**

- 8.1.1 Upon contract termination for any reason, Vendor shall provide District with a current copy of all Production data, along with a current mapping of that data. The data shall be in a format specified by District. For a period of no less than 90 days, Vendor shall provide support to District for migration of production data to District databases or a destination specified by District.
- 8.1.2 Subsequent to providing District with a current copy of all Production data and at District's request, Vendor and all of its subcontractors shall securely destroy all copies of District data and attest to such destruction.
- 8.1.3 If Vendor goes out of business or ceases support for the System, the Vendor shall provide District with all source code, configurations, data, and documentation so that District can continue using the System at District's own risk. Vendor shall escrow all such materials.

## **9 Technology Stack**

- 9.1.1 The System, including the software, architecture, and environment, must use modern technology that meets accepted industry standards and best practices.

- 9.1.2 The System shall provide tools for monitoring the System health and performance.
- 9.1.3 Vendor will provide the current release version of its application stack and indicate how often patches and updates occur.
- 9.1.4 Vendor will report to the District any time the application stack is modified.
- 9.1.5 Operating System – The System shall be required to run on an operating system that is designed for enterprise applications and it must be patchable and maintainable into the future. The OS must be in a current maintenance and release cycle. Acceptable operating systems are currently supported versions of Windows Server and Red Hat Enterprise Linux. Other operating systems may be considered at the District's discretion.
- 9.1.6 Web Server – The web server must be a currently supported version of Apache, NGINX, or IIS. Other web servers may be considered at the District's discretion.
- 9.1.7 Database – The database must be an enterprise relational database system of type Oracle or Microsoft SQL Server and must be in a current maintenance and release cycle (Oracle 12 preferred, SQL Server Std 2012 R4 or above preferred). Other database systems may be considered at the District's discretion.
- 9.1.8 Programming Language – The System must be written in a modern and widely used programming language or combination of such languages, such as Java, C#, Python, Ruby, and JavaScript. Other programming languages may be considered at the District's discretion.
- 9.1.9 Reporting Engine – The System's reporting engine must be modern, flexible, and robust. Elements of an acceptable reporting engine include, but are not limited to, the following:
  - 9.1.9.1 Non-technical users must be able to create their own reports with a short learning curve.
  - 9.1.9.2 Reports must have access to all data in the System.
  - 9.1.9.3 Reports must be displayable in modern web browsers.
  - 9.1.9.4 Reports must be exportable to common formats including PDF, CSV, and Microsoft Excel.
  - 9.1.9.5 Reports must be viewable only by users with appropriate permissions.

## **10 Training & System Documentation**

### **10.1 Initial Onboarding**

- 10.1.1 Vendor shall provide 10 training sessions for District users.
- 10.1.2 Vendor shall provide 10 training sessions for non-District users.
- 10.1.3 Vendor shall provide 2 training sessions for District System Administrators users.
- 10.1.4 Vendor shall provide other necessary onboarding training sessions prior to system go-live.



## **10.2 Ongoing Training**

- 10.2.1 Vendor shall provide 5 training sessions for new District users.
- 10.2.2 Vendor shall provide 5 training sessions for new non-District users.
- 10.2.3 Vendor shall provide additional trainings billed individually as needed.

## **10.3 Online Help**

- 10.3.1 The System shall provide multiple methods of online, interactive help including but not limited to context-sensitive, topical searches of documentation, reference documents, tutorial videos and specific, clear, non-technical error messages.

## **11 System Documentation**

The Vendor shall provide system documentation for, at minimum, the following topics:

### **11.1 General System Overview**

### **11.2 Activity-based Tutorials**

### **11.3 Field-based Help**

### **11.4 Report Configuration**

### **11.5 System Administrator Overview**

### **11.6 Application Programming Interfaces (API)**

## **12 Implementation Plan and Schedule**

### **12.1 Implementation Approach**

- 12.1.1 **Standard Implementation** - Vendor shall provide a phased implementation plan and schedule which details major project phases, tasks to be performed in each phase, dependencies, assumptions made, staff time and resources required from vendor and District, etc. This implementation plan will be reviewed for acceptance by the District and is subject to change during the course of the project.
- 12.1.2 **Phase Considerations** - The District anticipates the following phase considerations:
  - 12.1.2.1 Go-Live with at minimum SSO integration
  - 12.1.2.2 Interface with Financial Information System
  - 12.1.2.3 Data Migration after Go-Live
  - 12.1.2.4 All other additional/optional interfaces after Go-Live

## 12.2 Implementation Methodology

- 12.2.1 **Agile** – Agile development process by the Vendor is required so that District can get frequent deliverables weekly/bi-weekly for testing. This shortens the feedback cycle and helps detect major problems/issues sooner in the project.
- 12.2.2 Vendor shall provide a proposed detailed implementation methodology. Details will include but are not limited to the following
  - 12.2.2.1 Project Management
  - 12.2.2.2 Change Management
  - 12.2.2.3 Initiation
  - 12.2.2.4 Planning
  - 12.2.2.5 Executing
  - 12.2.2.6 Monitoring/Controlling
  - 12.2.2.7 Closing

By signing below, I acknowledge that I have read and understand the requirements as set forth in this document. My signature also certifies that documentation will be provided wherever the System does not fully meet any of the requirements set forth in this document.

---

Print Name

---

Sign Name

---

Date

### 13 Appendix A – District Systems & Software

The table below lists District systems that the CMIS might integrate or interface with:

System Name	Description	Interface Type	Notes
CMMS	Computerized Maintenance Management System for Asset Work Order Management, a 'downstream' solution relative to CMIS. Currently, two systems in place: IBM Maximo and internally developed "AIM".	TBD	Concurrent RFP issued. Vendor selection in progress to replace existing systems in 2-5 years.
Enterprise Oracle Database	Various Enterprise Oracle 11g/12c Databases	Web Service API, Flat File	
DOCS	District Document Archival System	Web Service API, page links with parameters	Internally developed.
ESRI ArcServer	GIS Mapping Software, Version 10.7.1 or higher	Web Service API	
Elsie	Cloud-based Oracle Fusion ERP -- Financial Information System & Procurement System	Web Service API	Actively being replaced, expected to Go-Live by year's end.
HRIS	Human Resources Information System, currently a PeopleSoft product	TBD	RFP in development; replacement system expected in 2-5 years.
IPT	Infrastructure Project Tracker, high-level project status system	TBD	Internally developing – in progress.
Jasper Reports	Report Engine by TIBCO Jaspersoft, Version 1120-JSP79-14	TBD	Similar to Crystal Reports
SSO	Single Sign-On for Authentication	CAS/SAML (2 IDPs: AD & EBMUD ID)	

Below are existing software available at the District that the CMIS might integrate or interface with:

Design Software:

- AutoDesk Design Products (e.g., AutoCAD, Civil 3D, Revit)
- Bentley Systems Design Products (e.g., Microstation)
- RISA 3D
- SketchUp Pro

Construction Scheduling Software:

- Microsoft Project
- Oracle Primavera P6

Markup Software:

- Adobe Acrobat Pro
- Bluebeam Revu

Other Support Software:

- Bentley Systems ProjectWise Explorer/365 (*not currently implemented*)
- Bentley Systems Navigator
- DocuSign

Microsoft Office 365, G3 License (e.g., Outlook, Teams, OneNote, SharePoint, PowerBI)

**EXHIBIT G**

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
Construction Management Information System (CMIS)

# Preliminary Security Information Gathering (PSIG)

PRELIMINARY SECURITY INFORMATION GATHERING (PSIG): To be completed in its entirety.

**EXHIBIT H**

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
Construction Management Information System (CMIS)

# Pricing Worksheet

REFER TO PRICING WORKSHEET (EXCEL FILE): To be completed in its entirety. Include expectations regarding District staff FTE involvement.

**EXHIBIT G**

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
Construction Management Information System (CMIS)

# Preliminary Security Information Gathering (PSIG)

PRELIMINARY SECURITY INFORMATION GATHERING (PSIG): To be completed in its entirety.



## Preliminary Security Information Gathering (PSIG)

---

As a component of the supplemental RFP process, EBMUD will be performing a qualifying evaluation of each of the RFP respondents Information Protection program. Please respond to the following questions, keeping your responses as brief as possible, please limit your responses to no more than five (5) pages in total. If your organization is selected you will have the opportunity to provide more in-depth responses during the formal security review.

### A. Risk Management

Objective: Organizations should create and maintain a continuous process for IT and Infrastructure risk management to identify, quantify, and prioritize risks against defined risk acceptance levels and objectives relevant to the organization.

1. Describe your organization's IT Risk Governance
2. Describe your organization's IT Risk Life Cycle

### B. Information Security Policy

Objective: Organizations should provide management direction and support for information security in accordance with business requirements and relevant laws and regulations. They should set a clear policy direction in line with business objectives and demonstrate support for, and commitment to, information security through the issue, acceptance and maintenance of an information security policy across the organization.

1. Describe your organization's Information Security Policy
2. Describe how the policy or policy set is reviewed and maintained, include the frequency of review

### C. Information Security Organization

Objective: Organizations should establish a management framework to control and manage the information security organization. This should include the protection of organizational information through the use of employee confidentiality agreements and the addition of clauses in dependent service provider contracts or agreements.

1. Describe any Information Security Frameworks your organization has implemented; include your organizations audit process to ensure compliance with the stated frameworks.
2. Describe the size and structure of your Information Security department.
3. Does your organization rely on dependant service providers? If so, how is their security vetted by your organization?

### D. Physical and Environmental Security

Objective: Organizations should take appropriate steps to prevent unauthorized physical access, as well as accidental and intentional damage to the organizations' physical premises, systems and information. Organizations should also take appropriate steps to protect against environmental and systems malfunctions or failures.

1. Describe the physical controls in place at your data center(s)
2. Describe the environmental controls in your data center(s)





## Preliminary Security Information Gathering

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### **E. Operational Security**

Objective: Organizations should maintain documented operating procedures and technological controls to ensure the effective management, operation, integrity and security of their information systems and data.

1. Describe the operational controls in place
2. How does your organization log and monitor system and network activity?
3. Describe your intrusion detection methodology
4. Describe your organization's data backup and restoration process
5. Describe your organization's change control process

### **F. Access Control**

Objective: Organizations should ensure sufficient control over access to information, including controlled access to target data and information processing systems and facilities. These controls should be based on security and business requirements, and should follow both industry best practices and internal policies.

1. Describe your organization's access control policy
2. How does your organization handle privilege delegation and separation of duties?
3. How does your organization handle inactive accounts and access revocation?

### **G. Software Development and Maintenance**

Objective: Organizations should utilize a comprehensive application security program to help ensure that external high-risk applications are consistent with industry security requirements. This should include full application compliance testing and software development reviews.

1. Describe your Software Development Lifecycle
2. Describe your application vulnerability assessment methodology
3. Describe your application and system patching strategy.
4. What is the frequency of application and system security review?

### **H. Incident management**

Organizations' incident response programs should include formal event reporting and escalation procedures that should be clearly communicated throughout the organizations, and should include the active participation of incident response members with clearly defined roles and responsibilities.

1. Describe your incident management program

### **I. Business Continuity**

Objective: Organizations should incorporate business continuity considerations into the overall design of their business model to mitigate the risk of service disruptions and the impacts of those within the supply chain. This should include an enterprise-wide, process-oriented approach that considers technology, business operations, testing, and communication strategies that are critical to business continuity planning for the entire business.

1. Describe your Organization's Business Continuity program
2. Has your Organization performed a recent Business Impact Analysis?
3. Does your organization have a current Threat Assessment?
4. How often is your business continuity plan tested?



## Preliminary Security Information Gathering

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### **J. Regulatory Compliance**

Objective: Organizations should ensure compliance of information systems with the organizational security policies and standards to include checking systems regularly against compliance with security implementation standards and regulatory requirements.

1. How does your organization ensure compliance with internal policies and standards?
2. How do you ensure compliance with Federal, State, and local laws?

### **K. Privacy**

Objective: Organizations should establish a management framework to control and manage their privacy program. This should include the overall management of the privacy program within the organization and with all third parties that have access to target privacy data. The privacy program should include: individuals responsible for the creation, oversight and maintenance of the program; all third parties meeting their commitments under the organization's business requirements, privacy applicable law, policy and industry best practices; and the protection and privacy of target privacy data through its life cycle of collection, storage, usage, sharing, transferring, securing, retention and destruction.

1. Describe your organization's Privacy program

**EXHIBIT H**

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
Construction Management Information System (CMIS)

# Pricing Worksheet

REFER TO PRICING WORKSHEET (EXCEL FILE): To be completed in its entirety. Include expectations regarding District staff FTE involvement.