



SWEETWATER AUTHORITY

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February 11, 2021

Subject: REQUEST FOR QUALIFICATIONS FOR ON-CALL
SCADA SYSTEM INTEGRATION PROFESSIONAL SERVICES
SWA FILE: [S2021-13]

To Whom It May Concern:

Sweetwater Authority (Authority) is seeking a SCADA System Integrator (Consultant) to provide SCADA system integration services to support its annual maintenance activities and modifications to the water system that may be required as a result of capital improvement projects.

A. BACKGROUND INFORMATION

The Authority serves a population of approximately 190,000 in the City of National City, the unincorporated area of Bonita, and the western portion of the City of Chula Vista. Water is sourced from the Sweetwater Reservoir and water wells (fresh and brackish) located in numerous locations within the Authority's service area. Water system demands in excess of the local supply are obtained through imported water from the San Diego County Water Authority (SDCWA). The Authority's SCADA system monitors and controls equipment at two dams (Loveland Reservoir and Sweetwater Reservoir), three water treatment plants (Robert A. Perdue Water Treatment Plant, Richard A. Reynolds Desalination Facility, and National City Wells), and numerous tanks and booster stations.

The Authority owns, operates, and maintains a SCADA system consisting of CitectSCADA Software, Wonderware Historian, Ampla Operations Management Software, and Modicon PLCs programmed with Unity Pro. The Authority considers SCADA to be a valuable asset that should be managed as an ongoing program, independent of, but parallel to, capital improvement projects, with a consistent SCADA team performing system planning, modifications, and maintenance. For this purpose, the Authority has previously entered into long term agreements with a SCADA Engineer and SCADA Integrator to provide on-call support. The contract with the Authority's current SCADA Integrator will expire in June 2021 (or when the last project assigned is complete if different than this date) and, by Authority policy, the next on-call agreement will be determined by a competitive selection process. The Authority's current SCADA Integrator is eligible to respond to this RFQ.

B. ACRONYMS AND ABBREVIATIONS

The following technical acronyms and abbreviations are used in this RFQ.

CR – Change Request. An element of Sweetwater Authority’s Change Management System.

ESXi – The brand name of VMWare’s native hypervisor used to run virtual operating systems.

FCC – Facility Construction Contractor. The contractor with responsibility for executing a facility construction project.

FDC – Facility Design Consultant. The consultant with responsibility for designing and creating bid documents for a facility construction project.

HMI – Human Machine Interface.

IC&E– Instrumentation, Controls, and Electrical

I/O – Input / Output. Connections between PLCs and devices being controlled or monitored.

P&ID – Piping and Instrument Diagram. Drawings showing the relationship between process devices and the control system.

PLC – Programmable Logic Controller. An industrial control device that connects to instruments and devices to make control decisions, transmit status and alarms to SCADA, and receive control commands from SCADA operators.

RTU – Remote Terminal Unit. A cabinet installed adjacent to equipment monitored and/or controlled by SCADA containing a PLC, telemetry equipment, power equipment, and interface devices used to connect SCADA to remote equipment.

SCADA – Supervisory Control and Data Acquisition System. A collection of computers, software, operator workstations, RTUs and PLCs used to remotely monitor and control process equipment.

SQL – Structured Query Language. A programming language standard used to interact with databases.

VBA – Visual Basic for Applications. A Microsoft brand name for the programming language embedded in Microsoft Office programs.

WSUS – Windows Server Update Services. A Microsoft brand name for the network service used to manage software updates for Microsoft software.

C. AGREEMENT EXECUTION AND RENEWALS

The selected Consultant will be expected to execute the Authority's standard Agreement for Professional Services (Agreement) without modification. A copy of the agreement is provided in Exhibit A. All services shall be performed on a time and materials basis in accordance with the standard hourly rates as submitted by the Consultant and the terms of the Agreement. The Agreement will be in effect for one year and renewable for four subsequent years on an annual basis at the Authority's discretion.

Consultant's work will be authorized via individual task orders. Upon request by the Authority for a specific task order, the Consultant shall prepare a proposal that describes the scope of work including individual tasks, schedule, project team members, expected deliverables, total not-to-exceed project budget on a time and materials basis at rates specified in the Agreement, and any project-specific requirements prior to commencement of work. The Consultant shall provide all labor, equipment, and materials necessary to complete the scope of services described in the executed Task Order. The Authority will issue a Task Order based on the final negotiated Consultant's proposal. The Task Order will also serve as the written Notice-to-Proceed to the Consultant for the specific project.

The Authority's Water Quality Department will serve as the administrative lead on the proposed Agreement, and individual task orders will be assigned and coordinated by the Water Quality or Engineering Department project managers as appropriate.

This RFQ does not commit the Authority to enter into an agreement for services, to pay any costs incurred in the preparation of a Statement of Qualifications, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all Statements of Qualifications received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the Authority to do so. The Authority shall not be obligated to contract any or all of the requested services to the retained Consultant. Further, even upon execution of the Agreement, the selected Consultant will not be guaranteed any work under the on-call Agreement as services will only be requested as needed.

D. CONSULTANT SCOPE OF WORK

This section provides the Consultant with examples of services that may be required during the term of the Agreement. However, the Authority offers no guarantee as to the quantity or type of work that will actually be requested.

1. **Annual Support Tasks:** To maintain the SCADA System, the Authority requires the services of a SCADA System Integrator to perform the following tasks. While no specific quantity of work is guaranteed, the Authority has budgeted approximately \$135,000 per year for professional services across the following categories.

- a. **Source Control:** Maintain and manage source control of the SCADA system software components including Citect configuration, Ampla and Historian configuration, and PLC programs. Maintain the master copy of the software using Subversion version control software with a remote copy at the Authority's Information Systems (IS) department.
- b. **Test Platform Maintenance:** Maintain a Test Platform replicating the virtualized SCADA system infrastructure on which modifications to SCADA system components can be tested. The Authority will provide a 2U rack-mount server running VMWare ESXi and containing the virtualized copy of the SCADA infrastructure for the Consultant to operate and maintain in their offices. Maintain ESXi and firmware updates and reflect any SCADA system changes in the Test Platform. License key for ESXi will be provided by the Authority for use to incorporate the ESXi instance into an existing vCenter infrastructure. This server and any and all license keys remain the property of the Authority and must be surrendered upon the termination of the agreement.
- c. **Software & Operating System Update Support:** As vendor updates to software components are released, apply the changes on the Test Platform, burn in, and test against the Authority's documented procedures for Test Platform Procedure, Ampla Testing, and Historian Testing. Resolve any issues affecting SCADA reliability or performance with the vendors before recommending deployment to the live system. Upon Authority approval, perform deployment. This includes monthly testing and reporting on Operating System updates provided by Microsoft via the WSUS server included in the test platform infrastructure.
- d. **Change Management System:**
 - (1) Implement the Authority's documented Change Management system, through which the Authority may submit Change Request (CR) modifications to the SCADA system software and the implementation of CRs can be logged.
 - (2) Perform software upgrades against defined CRs, test and verify those changes utilizing the test platform, and deploy the changed software to the SCADA system in coordination with Authority staff.
- e. **Software License Renewals:** Assist with annual software license renewals including negotiating with vendors for the best price, requesting and receiving proposals from distributor(s), and, upon Authority approval, procuring and distributing updated software licenses.

- f. **Operator Training:** Perform annual operator training. Each year the Authority identifies topics related to their SCADA system on which they would like their personnel to receive training. The Consultant shall develop training materials for the requested topics and provide one day of training classes, typically onsite at the Perdue Water Treatment Plant. The Authority will provide a location for the training to occur, but the selected Consultant must provide all necessary equipment (e.g. laptop computers for use by students.)
- g. **Annual Planning:** Assist the Authority in planning and budgeting for the upcoming fiscal year. This includes attending one or more meetings to discuss SCADA system needs and to develop the scopes of work for the required annual and capital project support. After the meeting, prepare and submit proposals for each task order for the coming fiscal year.
- h. **Technical Support:**
 - (1) Routine and Emergency Troubleshooting: Provide the Authority with tiered technical support as follows:
 - (a) Immediate telephone support available on a 24/7 basis. During business hours, the Authority will call project personnel directly. For support after working hours, provide a single telephone number for a person or an answering service who can contact the appropriate Consultant personnel for a call back within one hour. Consultant shall begin remote (telephone call based) troubleshooting within two hours of receipt of notification by the Authority.
 - (b) Escalation to on-site support if deemed necessary to resolve the problem. Consultant shall be on site within 24 hours of receipt of notification that on-site support is necessary.
 - (c) Remote access to the SCADA system via the internet (or other means) is not available.
 - (2) Assist the Authority in generation of monthly “Automated Operational Metrics” report which draws data from Ampla and presents the data in Excel spreadsheets using custom VBA modules. Including updating of existing custom SQL queries and VBA modules as necessary to support any modifications to the SCADA system that impact the data contained within the report.

- (3) Perform necessary backfill of data across various levels of SCADA system from Citect Servers through Ampla layers as necessary due to gaps in data processed or errors discovered in data.
- (4) Provide business hours support to IS staff to ensure reliable and complete data collection within the Ampla system when systems are taken offline for windows or other updates by IS staff. This can include stopping of services on Ampla and Historian servers, monitoring of backfill processes and restarting of services. Note that remote access to the Ampla and Historian servers located on the Authority “Business” network will be possible.

i. Security constraints:

- (1) Remote access to SCADA Network will not be permitted.
- (2) Remote access to select systems on Business Network will be permitted during business hours and will utilize two-factor authentication.
 - (a) The following systems may be accessed remotely:
 1. Ampla.
 2. Historian.
 - (b) Remote access requires annual acknowledgement of Authority Remote Access Policy, and a fixed source IP address.
- (3) No CD’s or USB sticks may be introduced into any Authority network or computing environment.
- (4) The Authority will provide an encrypted USB drive for use by the contractor when necessary to move data or files onto the SCADA network (e.g. new project files necessary for use during a deploy).
- (5) Unique passwords. The consultant will be assigned individual accounts on the SCADA domain for use. The passwords used on these accounts must be unique and not shared between the consultants’ staff or re-used on other clients’ SCADA systems.
- (6) Domain administration: Domain administration (moves/adds/deletes and joins) on the SCADA network is performed by Authority IS. The Consultants’ accounts will have local administrator permissions only on systems where required.

- (7) Certain system level passwords will be shared by the Authority with the Consultant as necessary for SCADA system operation and update processes. These passwords must be digitally stored within an approved digital password “safe” and not shared between consultant staff who do not have direct reason to access them.
- (8) Laptops (or other non-Authority owned computer systems) may NOT be connected to any Authority network environment.
- (9) Ad-hoc wireless networks between equipment solely owned and operated by the Consultant will be permitted but may not be connected to any Authority network environment.
- (10) The selected Consultant will be expected to sign and abide by the terms of the Authority Non-disclosure Agreement (NDA) with respect to SCADA operational and configuration data.
 - (a) Sample NDA attached.
 - (b) This includes no unencrypted transmission of SCADA system drawings or data (for example, sending such data via email is prohibited). The Authority will provide accounts on our secure file transfer system for use by the Consultant to share such files with Authority staff.
- (11) Deployments of updates by the Consultant to the SCADA network, including Citect Projects, Software Updates or any other changes must be completed in coordination with Authority staff. Deployments will only be approved to occur on Monday through Thursday during normal business hours.

2. Capital Project Support:

In addition to Annual Support Tasks, from time to time, the Authority may have capital improvement projects that will require the addition or modification to facilities that are monitored and controlled by the SCADA system. When such projects occur, the Authority requires the SCADA System Integrator to implement the SCADA system design associated with the project. The Authority has recently completed major upgrades to its two water treatment plants and recently completed upgrading its distribution system remote terminal units (RTUs). Accordingly, SCADA work associated with capital improvements projects that are required under this Agreement in the next five years is likely limited to the following projects:

Projects Started Prior to Submittal Date of this RFQ:

- A new water storage tank.
- A valve control station linking the Authority's water distribution system to the City of San Diego's system.
- An iron and manganese removal system at the National City Wells.
- Urban Runoff Diversion System PLC Upgrades

Potential Future Projects:

- A powder activated carbon (PAC) feed system at the Robert A. Perdue Water Treatment Plant.
- New master meters for the Robert A. Perdue Water Treatment Plant and Richard A. Reynolds Desalination Facility.
- An aeration/destratification system for Sweetwater Reservoir.
- A distribution tank residual control system.

The Consultant's scope of work associated with capital improvement projects will generally include the following tasks, depending on the magnitude of the project.

- a. **Design Support:** During the design phase of a capital improvement project, the Consultant shall participate in design meetings with the Authority, the Authority's SCADA Engineer, and the Facility Design Consultant (FDC) designing the project.
- (1) Determine, in conjunction with the Authority, SCADA Engineer, and FDC, how the project will be integrated into the SCADA system.
 - (2) Provide input to FDC regarding the interface of the capital improvement project to the SCADA system.
 - (3) Conduct workshops with the Authority, the Authority's SCADA Engineer, and FDC to develop functional specifications detailing the PLC I/O, alarms, setpoints, and control strategies.
 - (4) Review FDC's design submittals as they relate to SCADA, including P&IDs, control schematics, I/O lists, control loop descriptions, and other SCADA-related drawings and specifications.

- b. **Construction Phase Support:** During construction of the project, the Consultant shall perform the following tasks.
- (1) Review Facility Construction Contractor (FCC) submittals applicable to SCADA.
 - (2) If required by the project, design, fabricate, test, and deliver new SCADA panels for installation by the FCC.
 - (3) If required by the project, develop "work orders" describing the modifications required to existing SCADA panels. Work order will typically be executed by the FCC.
 - (4) Develop new and/or modify existing detailed SCADA supervisory control logic, screens, reports, etc.
 - (5) Implement and test PLC and HMI programming to the specifications.
 - (6) Conduct Factory Acceptance Testing of revised SCADA system programming using the Test Platform located at the Consultant's offices.
 - (7) Deploy the approved software to the live SCADA system, ensure the field equipment is communicating properly, and conduct a witnessed site acceptance test showing the resulting system works to the specifications. All Deployments must be scheduled and coordinated with Authority Staff and must not occur later in a given week than 3 pm on Thursday.
 - (8) In collaboration with the FDC and FCC, perform SCADA-related startup activities, assist with start-up of new processes, and conduct SCADA System Site Acceptance Testing.
 - (9) Provide training to the Authority's operators on the changes to the SCADA system implemented on the project. The Authority will provide a location for the training to occur, but the selected Consultant must provide all necessary equipment (e.g. laptop computers to be used during training, by the students.)

E. AUTHORITY PROVIDED ITEMS

The items listed below will be provided, as applicable, by the Authority to the selected Consultant prior to commencing work:

1. Task Orders, including a detailed scope of work.

2. Detailed SCADA system documentation including network diagrams.
3. Standards, including the following:
 - a. WSUS Ampla Testing 100.
 - b. WSUS Historian Testing 100.
 - c. WSUS Test Platform Procedure 106.
 - d. CR System Process Specification 103.
 - e. SCADA System and IC&E Design Standards
 - f. Specifications Portfolio & Documentation Process
4. Test Platform including 2U rack-mount server with VMWare ESXi software and virtual machines, including all software licensing necessary for the test platform as well as operating systems and SCADA software running within the test platform.

F. CONSULTANT PROVIDED ITEMS

The items listed below are to be provided by the selected Consultant:

1. Insurance documentation. (Refer to the sample Agreement in Exhibit A for insurance requirements).
2. Experienced, qualified personnel to perform the required work.
3. Equipment required to perform the work.
4. Separate invoices for each task order, submitted on a monthly basis.
5. Progress reports detailing activity since last report and upcoming activity, submitted on a monthly basis.

G. STATEMENT OF QUALIFICATIONS REQUIREMENTS

1. Statements of Qualification (SOQ) submitted in response to this RFQ shall be concise and well organized. Limit the SOQ to 50 pages plus appendices and exhibits.
2. The Consultant must format its SOQ according to Exhibit B – Consultant's Statement of Qualifications.

3. It is not necessary to submit affidavits, certificates, or proof of insurance with the SOQ, but this information may be submitted, if desired.
4. The SOQ shall be signed by an individual authorized to bind the Consultant and shall contain a statement to the effect that the submittal is in effect for ninety (90) days.
5. **SOQ Submittal: SOQs must be delivered electronically via the Authority's secure file transfer system no later than 3:00 p.m. PST on March 24, 2021.** Please note the following:
 - The response must be in pdf format.
 - Authority's File Transfer system web page address:
<https://sendit.sweetwater.org/filedrop/SCADASysInt>
 - Response should be uploaded in advance of the response deadline. The time stamp on the file received by the system will be used to determine whether the response was submitted on time.
 - The secure file transfer system will REQUIRE you to set up an account by providing a valid email address. This email address must be validated by the system before it will allow you to upload your response document.
 - The email address used to register for the system to submit the response will receive a confirmation email when the file is first accessed by Authority staff.

H. QUALIFICATIONS EVALUATION

The Authority will evaluate all SOQs based on the evaluation criteria presented in this section, as well as other information obtained through background information and references.

The Authority's Governing Board will assign a Committee to review and evaluate SOQs received in response to this RFQ. The Committee is made of three Governing Board Members, which will be supported by Authority staff key to SCADA operations. Using the established evaluation criteria, the Committee will evaluate the SOQs based on the firms' personnel and organization, experience, and other information included in the SOQ except for the cost data provided. To determine the firm(s) deemed most qualified to perform the requested services, the Committee will evaluate responses to ensure the Consultant meets ALL Required Qualifications. Responses that do not meet ALL Required Qualifications may be rejected and not reviewed further. Those SOQs that clearly show the firm meets all Required Qualifications will be evaluated further and scored based on the criteria listed in Desired Qualifications, below.

The Committee may choose to select a short list from the SOQs received based on SOQ evaluation, and conduct interviews of the short-listed firms. After the interviews, short-listed firms may be re-evaluated and ranked based upon the combined SOQ/interview process. The Authority reserves the right to eliminate the interview step of the procurement process and reserves the right to cancel the RFQ process.

After final selection by the Committee, the Authority will enter negotiations with the selected firm. If negotiations fail, the Authority may enter negotiations with the second ranked firm. After negotiating a proposed agreement that is fair and reasonable, the Authority's Governing Board will consider entering into the proposed agreement. The Authority's Governing Board has the final authority to approve the agreement.

1. Required Qualifications: The following are the minimum required qualifications for proposers. Interested parties should not submit a SOQ if they do not meet these required qualifications.
 - a. General:
 - (1) The Consultant's primary business, or the primary business of a department within the Consultant's firm, shall be SCADA Integration service for public and municipal entities.
 - (2) The Consultant (as a firm) shall have been in the business of SCADA Integration for at least 10 years.
 - (3) Consultant's lead engineer shall have at least 10 years of hands-on experience designing and implementing SCADA systems based on the Schneider Electric Citect SCADA platform and Schneider Electric PLC hardware, or equivalent.
 - (4) Consultant shall provide a single Project Manager/Program Manager as the primary point of contact for all work assigned by the Authority. This Project Manager must have at least 5 years (total, with current firm or other employers) of experience in control systems integration.
 - (5) Preference will be given to Consultants whose place of business is located in the United States and within a 24-hour commute of the Authority's Administrative office at 505 Garrett Avenue Chula Vista, CA. The engineering expertise and work must be based in and be performed in said offices.
 - (6) The Consultant shall provide panel fabrication services, either in-house or through a subcontractor. The panel fabrication facility shall be located in the United States.

- (7) Consultant shall have the capability of training operations and maintenance personnel in industrial control systems application.
- (8) Consultant shall have experience with performing review of facility construction documents as they relate to SCADA.

b. Certifications:

- (1) Because the Authority's SCADA system currently uses Schneider Electric Citect SCADA software and Schneider Electric PLC hardware and software, the Consultant shall have one or more employees holding the following Schneider Electric Certifications, or ability to obtain within an agreed upon time period:
 - (a) Citect SCADA Certified Expert (CSCE) or Citect Certified Engineer (CCE).
 - (b) Networking Certified Professional (NCP).
 - (c) Unity Pro Certified Professionals (UCP).
- (2) Because the Authority's SCADA system currently uses Wonderware Historian, the Consultant shall have one or more employees holding the following Wonderware Certifications, or ability to obtain within an agreed upon time period:
 - (a) Wonderware Certified System Platform certification.
 - (b) Wonderware Certified Historian Developer.
- (3) Because the Authority currently depends on virtualized infrastructure and a virtualized Test Platform, the Consultant shall be competent in VMware virtualization with at least one employee holding VMware Professional Certification in Data Center Virtualization or Network Virtualization, or ability to obtain within an agreed upon time period.
- (4) Because the Authority has invested heavily in cyber security, the Consultant shall have at least one employee who has completed the following course and possesses the certification(s) below, or ability to obtain within an agreed upon time period:
 - (a) Department of Homeland Security's Industrial Control Systems Cyber Security (301) training.

(b) Palo Alto Networks: Accredited Configuration Engineer (ACE) or Certified Network Security Engineer (PCNSE).

(5) Because the Consultant will be expected to design control panels for various capital improvement projects, show that the Consultant has at least one engineer who is licensed as a Professional Engineer in Electrical Engineering in the State of California.

c. Experience:

(1) The Consultant shall have successfully completed one or more projects containing the following elements. It is acceptable to show many projects with one or more of the specified elements; it is not necessary to show a single project with all the required elements.

(a) Citect SCADA HMI.

(b) Ampla operations management software.

(c) Virtualized SCADA infrastructure using VMware.

(d) Modicon M340 or M580 PLCs with Unity Pro programming.

(e) Modicon M580 PLCs with remote I/O.

(f) User security implemented through Microsoft Active Directory Domain Controller.

2. Desired Qualifications

Evaluation criteria to be used by the Panel for Desired Qualifications are as follows:

Category	Maximum Points
Qualifying Projects	45
Experience and Technical Competence	45
Consultant's Organization and Key Personnel	10

I. CONSULTANT SELECTION SCHEDULE

1. **Statements of Qualifications (SOQs) must be delivered electronically via the Authority’s secure file transfer system no later than 3:00 p.m. PST on March 24, 2021.**
<https://sendit.sweetwater.org/filedrop/SCADASysInt>
2. The Committee will evaluate the SOQs and recommend a contract award to the Authority's Governing Board.
3. Following award, an Agreement between the Authority and the selected Consultant will be executed and a Notice to Proceed issued.

If you have any questions regarding this RFQ or the scope of work requested, please contact Justin Brazil, Director of Water Quality.

Sincerely,

SWEETWATER AUTHORITY



Justin Brazil
Director of Water Quality
619-409-6802
jbrazil@sweetwater.org

Enclosures: Exhibit A – Agreement for Services
Exhibit B – Statement of Consultant's Qualifications
Exhibit C – Non-disclosure agreement

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]**

Exhibit A

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
[**CLICK & TYPE CONSULTANT NAME**]**

This Agreement is made and entered into this day of 20 by and between SWEETWATER AUTHORITY (hereinafter referred to as the “Authority”), a joint powers agency operating under the Irrigation District Law, Water Code § 20500 et seq., and **[**CLICK & TYPE CONSULTANT NAME**]** (hereinafter referred to as “Consultant”).

RECITALS

- A. The Authority is a public agency of the State of California and is in need of professional services for the following project: **[**CLICK & TYPE PROJECT NAME**]** (hereinafter referred to as “the Project”).
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The parties desire by this Agreement to establish the terms for the Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

1.1 Consultant shall provide the Authority with the services described in the Scope of Services attached hereto as Exhibit “A” and by this reference incorporated herein (“Services”). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.2 At any time during the term of this Agreement, the Authority may request changes in the Scope of Services, and any such change shall be processed by the Authority in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by the Authority and executed by both parties before performance of such services or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND**

****CLICK AND TYPE CONSULTANT NAME****

2. Compensation

2.1 Subject to paragraph 2.2 below, the Authority shall pay for such Services in accordance with the Schedule of Charges set forth in Exhibit "B" and by this reference incorporated herein.

2.2 Unless otherwise provide herein, Consultant will perform services on a time and material basis. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$****CLICK & TYPE AMOUNT****. Periodic payments shall be made within thirty (30) days of receipt of an undisputed statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

2.3 Payment shall not constitute acceptance of any work completed by Consultant.

3. Time of Performance

3.1 Consultant shall perform its services hereunder in a prompt and timely manner, in accordance with the Activity Schedule shown in Exhibit "C," and shall commence performance upon receipt of the written Notice to Proceed from the Authority. The Notice to Proceed shall set forth the date of commencement of work. Consultant shall confer as requested with Authority representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

3.2 Neither the Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, or judicial restraint.

3.3 Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

4. California Labor Code Requirements

4.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Authority, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND
[**CLICK AND TYPE CONSULTANT NAME**]**

limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

4.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

5. Standard of Care

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

6. Insurance

[SWA RISK MANAGER TO REVIEW INSURANCE LIMITS PROJECT BY PROJECT BASIS**]
[**ESPECIALLY THE REQUIREMENT THROUGHOUT TO MAINTAIN THE INSURANCE FOR “24 months following the effective date of the project completion”**]**

6.1 Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract and for a minimum of twenty-four (24) months following the date of the Project completion and acceptance by the Authority, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

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

6.2.1 Commercial General Liability (CGL): Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the Authority) or the general aggregate limit shall be at least twice the required occurrence limit or Four million dollars (\$4,000,000).

(a) **Required Provisions**: The General Liability policy must contain, or be endorsed to contain, the following provisions:

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(i) **Additional Insured Status:** Authority, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

(ii) **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Authority, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Authority its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

6.2.2 ****SWA RISK MANAGER TO DETERMINE IF NEEDED **** Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of **one million dollars (\$1,000,000)** for bodily injury and property damage each accident.

6.2.3 Workers' Compensation Insurance - As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with **limit of no less than \$1,000,000** per accident for bodily injury or disease. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

(a) **Waiver of Subrogation:** The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Authority for all work performed by Consultant, its employees, agents and sub-consultants. The Insurer(s) agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of the policy which arise from work performed by the Consultant; but this provision applies regardless of whether or not the Authority has received a Waiver of Subrogation from the insurer.

6.2.4 Professional ****SWA RISK MANAGER TO DETERMINE IF NEEDED **** Liability - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

(a) **If Claims Made Policies:**

(i) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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(ii) Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years after completion of the contract of work.**

(iii) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

6.2.5 **"**FOR TECHNOLOGY VENDOR-PROVIDERS **"** Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions) - limits not less than **\$2,000,000 per occurrence** or claim, and **\$2,000,000 aggregate** or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6.3 Other Required Provisions

6.3.1 If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

6.3.2 Policy limits shall not be less than the minimum limits described above. The limits of insurance required by this Agreement may be satisfied by a combination of primary, and umbrella or excess insurance. Each umbrella or excess policy shall follow the same provisions as the primary policy.

6.3.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers.

6.3.4 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.5 Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Authority.

6.4 Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared to and approved by the Authority. The Authority may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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6.4.1 At the election of the Authority, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

6.4.2 Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Authority.

6.5 Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California and maintain an agent for process within the state, unless waived, in writing, by the Authority Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A: VII or better, or as otherwise approved by the Authority Risk Manager.

6.6 Verification of Coverage - Consultant shall furnish the Authority with certificates (Acord Form 25 or equivalent) and amendatory endorsements, declarations page(s) listing all policy endorsements or copies of the applicable policy language effecting coverage required by this Agreement. Blanket endorsements are accepted with language that states "as required by contract". All certificates and endorsements are to be received and approved by the Authority before work commences.

6.6.1 Such evidence shall include the following:

(a) Additional insured endorsements with primary & non-contributory wording for each policy providing General Liability coverage

(b) Workers' Compensation waiver of subrogation

6.6.2 All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Authority reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.7 Continuation of Coverage - Consultant shall, upon demand of the Authority deliver evidence of coverage showing continuation of coverage for **not less than 24 months for all policies, and not less than (5) years for claims made policies**, following the termination or completion of this Agreement. Consultant further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Authority to the Authority at least ten (10) days prior to the expiration date. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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6.8 Sub-Consultants - In the event that Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be Consultant's responsibility to require, verify and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall, upon demand of the Authority, deliver to the Authority copies such policy or policies of insurance and the receipts for payment of premiums thereon.

6.9 The Authority reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

7. Indemnification

7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

7.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the Authority, Consultant's obligations shall be reduced in proportion to the established comparative liability of the Authority and shall not exceed Consultant's proportionate percentage of fault.

8. Termination or Abandonment

8.1 The Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, the Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed, and/or being abandoned. The Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the Authority and Consultant of the portion of such task completed but not paid prior to said termination. The Authority shall not be liable for any costs other than the charges or portions thereof, which are

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specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

8.2 Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the Authority only in the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

9. Compliance with All Laws.

9.1 Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9.2 Consultant shall assist the Authority in obtaining and maintaining all permits required by federal, state, and local regulatory agencies.

9.3 Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its services or operations performed under this Agreement.

10. Organization

Consultant shall assign "[**CLICK & TYPE PM NAME**]" as the Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

11. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Authority.

12. Job Site Responsibility.

If the services covered by this Agreement involve a construction phase of the Project, the Authority agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

13. Assignment and Subconsultants

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for

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any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

14. Conflicts of Interest

Identify all existing and past financial relationships (including consulting agreements) between [**CLICK & TYPE CONSULTANT NAME**] and members of the Authority's Governing Board, and entities for which said members are employed, or have an interest, both past and present.

15. General Provisions

15.1 Independent Consultant. Consultant is retained as an independent consultant and is not an employee of Authority. No employee or agent of Consultant shall become an employee of the Authority. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from the Authority as herein provided.

15.2 Notice. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Authority:
SWEETWATER AUTHORITY
505 Garrett Ave
Chula Vista, CA 91910
Attn: [**CLICK & TYPE MANAGER**]

Consultant:
[**CLICK & TYPE ADDRESS**]
[**CLICK & TYPE COMPANY**]
Attn: [**CLICK & TYPE CONTACT**]

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

15.3 Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render other provisions of this Agreement unenforceable, invalid or illegal.

15.4 Integration. This Agreement represents the entire understanding of the Authority and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties hereto. This is an integrated Agreement.

15.5 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

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15.6 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

15.7 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Consultant.

15.8 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by the Authority pending settlement of the dispute.

15.9 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SWEETWATER AUTHORITY

[CLICK & TYPE NAME**]**

By: _____

By: _____

(Authorized Representative of Consultant)

Name: Patricia "Tish" Berge

Name: **[**CLICK & TYPE NAME**]**

Title: General Manager

Title: **[**CLICK & TYPE TITLE**]**

Dated: _____

Dated: _____

Approved as to form:

Paula C. P. de Sousa
Legal Counsel
SWEETWATER AUTHORITY

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**EXHIBIT "A"
SCOPE OF WORK**

[CLICK & INSERT PROPOSED SCOPE OF WORK**]**

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**EXHIBIT "B"
SCHEDULE OF CHARGES**

EXHIBIT "C"
ACTIVITY SCHEDULE

Exhibit B

Consultant's Statement of Qualifications (SOQ)

Statements of Qualifications (SOQ) shall be concise, well organized and demonstrate the responder's experience applicable to the requirements of this RFQ. SOQ submitted in response to this RFQ shall be in the following order and shall include:

1. **Introductory Letter:** Describe firm's basic understanding of the services identified. This letter should also contain an expression of the firm's interest in the work, a statement regarding the qualifications of the firm to do the work, and any summary information that may be useful or informative to the Authority.

2. **Identification of Responder:**
 - a. Legal name and address of company.
 - b. Legal form of company (partnership, corporation, joint venture, etc.).
 - c. Identify any parent companies.
 - d. Addresses of office(s) within the 24-hour commute limit and number of employees.
 - e. Addresses of fabrication facility and number of employees.
 - f. Name, title, address and telephone number of a person to contact concerning the Statement of Qualification.

3. **Financial Relationships Disclosure:**
 - a. Identify all existing and past financial relationships between Consultant's firm and current members of the Authority's Governing Board and staff and entities for which said members are employed or have an interest, both past and present. If there are none, clearly state this.
 - b. Identify all existing and past financial relationships between Consultant's proposed sub-Consultants and current members of the Authority's Governing Board and staff and entities for which said members are employed or have an interest, both past and present. If there are none, clearly state this.
 - c. For a list of the Authority's Governing Board members, see the following link:

<http://www.sweetwater.org/35/Governing-Board>

4. Required Qualifications: Provide documentation addressing each of the required qualifications. Reference appropriate portions of the following sections if needed.

5. Desired Qualifications:

a. Qualifying Projects:

(1) Provide a list of past and on-going projects during the past five (5) years for which the proposing firm provided services similar to those described in this RFQ. Include projects that demonstrate both the Annual Support and Capital Project Support requirements of this RFQ. Limit the list to no more than 10 projects the Consultant feels are most relevant to the RFQ.

(2) For each project, include the following:

(a) A brief description of the project, date initiated, date completed (if applicable).

(b) Name of owner and owner's project manager with phone number.

(c) Identify role of the key personnel proposed for the Authority's project.

(d) Project costs including the following:

(1) Overall project cost.

(2) Consultant's fee for technical services.

(3) Consultant's fee for hardware and software provided.

(3) Present the experience of any subconsultants in a similar manner.

(4) Highlight those projects that are used to meet the Experience portion of the Required Qualifications.

(5) Higher scores will be awarded for projects that use the specific hardware and software combinations used by the Authority.

b. Experience and Technical Competence:

(1) Provide evidence of the experience and technical competence of the Consultant's team, including evidence that the team has the required certification and experience.

(2) In order to provide the Authority with an understanding of the Consultant's commitment to manufacturer training and certification, provide details of any

current manufacturer certifications that have been awarded to individual staff. If desired, include all training and certification certificates in an appendix.

- (3) As noted in the RFQ, the Authority will provide a Test Platform for the Consultant's use. Provide details of similar environments the Consultant has used for other clients. For each system, include details such as system architecture, technologies utilized, system size, and how the system was used by the Consultant and/or the client.
 - (4) The Authority will require the Consultant to implement the Authority's source control system and use it to manage all code and configuration across the facilities. Provide details of systems that perform this function that the Consultant has deployed for other clients. Include details such as the software used and the functionality of the system.
 - (5) The Authority will require the Consultant to implement the Authority's documented change control system to manage changes required to the SCADA system. Provide details of change control systems that the Consultant has implemented for other clients. Include details such as the software used and the functionality of the system.
 - (6) The Authority will require the Consultant to establish a tiered technical support system as described in the RFQ. Provide details of similar services provided to clients including written procedures for accessing technical support if they exist.
 - (7) Provide details of clients for which the Consultant currently serves as an extension of staff managing their SCADA system and implementing new features as needed. State the number of continuous years you have been under direct contract with each client.
- c. Consultant's Organization and Key Personnel: Provide an organizational chart showing the relationship and titles of key personnel. Describe proposed Consultant's organization, including identification and responsibilities of key personnel and subconsultants. Identify specialty subconsultants and their specific role. For each of the key personnel, identify their main work location. Identify the Project Manager who will be responsible for the direct supervision and coordination of integration activities.
6. **Costs: Provide one electronic copy of billing rates in Portable Document Format (PDF). The billing rates must be delivered electronically via the Authority's secure file transfer system <https://sendit.sweetwater.org/filedrop/SCADASysInt> no later than 3:00 p.m. PST on March 24, 2021.** The file name should read "Confidential-Billing Rates for SCADA Sys Int-Consultant's Name". Include a list of all individuals who are expected to

work on this project with name, position, and hourly billing rate. Include a statement that these rates will be used as billing rates, without increase through December 31, 2021, when preparing fee proposals for specific task orders. All services shall be compensated based on the Consultant's hourly rate schedule. These rates shall reflect all costs related to required equipment, personnel, vehicle, mobilization/demobilization, and insurance requirements, inclusive of overhead and profit.

7. Exceptions to the Request for Qualifications: The proposer shall certify that it takes no exceptions to this RFQ, including but not limited to the Authority's Professional Services Agreement (PSA), as attached. If the respondent does take exception(s) to any portion of the RFQ or PSA, the specific portion of the RFQ or PSA to which exception(s) is taken shall be identified and proposed alternative language provided and explained.

Exhibit C

NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

This **Non-Disclosure / Confidentiality Agreement** ("Agreement") is entered into this <DAY> day of <MONTH>, <YEAR> by and between <COMPANY> with offices at <ADDRESS> (hereinafter "Recipient") and Sweetwater Authority, with offices at 505 Garrett Avenue, Chula Vista, CA 91910 (hereinafter "Authority") for the purpose of preventing the unauthorized disclosure of Information as defined below.

RECITALS

WHEREAS, Recipient and the Authority agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information; and

WHEREAS, the Authority wishes to protect the confidentiality of such confidential information in accordance with the terms of this Agreement.

NOW THEREFORE, Recipient and the Authority agree as follows:

AGREEMENT

1. **Confidential Information.** For purposes of this Agreement, "Information" shall include, but not be limited to, customer information or other information or material that has or could have commercial value or other utility to the Authority, and shall also include, but not be limited to all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, Geographic Information System ("GIS") data, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by the Authority. Nothing herein shall require the Authority to disclose any of its Information to Recipient.

To the extent that any Information has been furnished and/or disclosed to Recipient prior to the date of this Agreement, such Information shall be covered by, and subject to, all terms and provisions of this Agreement.

2. **Obligations of Recipient.** Recipient agrees that Information is to be considered confidential and proprietary to the Authority, and Recipient shall hold the same in confidence, and shall not use the Information other than for the purposes of its business with the Authority.

In consideration for the disclosure of Information, the Recipient agrees that Recipient shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate, publish, or otherwise reveal in any manner any Information to any other party whatsoever without the specific prior written authorization of the Authority which may be withheld for any or no reason. Recipient shall not, without prior written approval of the Authority, use for Recipient's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Authority, any Information.

GIS layers are to be solely retained by the Recipient. In no instance are GIS layers to be placed on the Internet, sold, leased, copied, loaned, disclosed, or transferred, in whole or part to other public agencies, private individuals, private firms, non-profit entities, or any other party. The Authority shall not be liable for the accuracy of the GIS information.

Recipient shall return to the Authority any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Information immediately upon the Authority's request.

Recipient will protect the Information and treat it as strictly confidential. A violation of this Section 2 shall be a material violation of this Agreement.

3. Indemnification. Recipient shall take all necessary action to protect the confidentiality of the Information. Recipient shall indemnify, defend and hold the Authority harmless from and against any and all claims, liabilities, expenses or damages arising from or in connection with Recipient's breach of this Agreement.

4. Time Period. The confidentiality and nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Recipient's duty to hold the Information in confidence shall remain in effect until the Authority sends Recipient written notice releasing Recipient from this Agreement.

5. Legally Compelled Disclosure. In the event that a Recipient is requested or otherwise becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any Information, the Recipient will provide the Authority with prompt written notice so that the Authority may seek, with Recipient's cooperation, a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Authority will advise the Recipient promptly of the action it intends to take. In the event that such protective order or other remedy is not obtained, or that the Authority waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Information that is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

6. California Public Records Act. Recipient understands and agrees that any and all documents prepared, used, or received by the Recipient either directly or indirectly in the performance of services under an agreement and any and all documents related to this Agreement, including this Agreement itself, may be subject to the California Public Records Act and may be subject to specific disclosure requirements. Should Recipient receive any request for Information, Recipient shall immediately provide such request to the Authority for review and response.

7. Information Transmission. If the Information is to be transmitted electronically, transmission of said Information shall only be transmitted encrypted utilizing a pre-selected common data encryption key whether via electronically, optical or magnetic media, or any other form of computer data media. No transmission of Information shall be transmitted without the use of an encryption key.

8. Not a License. Nothing contained herein shall be construed as granting or conferring any rights, by license or otherwise, in any Information. Information may pertain to prospective or unannounced products, services, or utilities, and Recipient agrees not to use any Information as a basis upon which to develop or have a third party develop a competing or similar product or service.

9. Relationships. Nothing contained in this Agreement shall operate to create a relationship of the Recipient as a partner, party to a joint venture, agent, employee, or independent contractor of the Authority for any purpose, unless otherwise agreed to in writing by the parties.

10. Waiver. Either party's failure to insist, in any instance, upon strict performance by the other party of any of the terms of this Agreement or to exercise any right or privilege provided herein, shall not relieve the other party of any of its obligations under this Agreement, whether of the same or similar type, and shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term herein. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.

11. Irreparable Injury. Recipient acknowledges that any breach or threatened breach of this Agreement may cause irreparable injury to the Authority and that Recipient will be entitled to seek specific performance and injunctive relief as remedies for any breach or threatened breach of this Agreement, in addition to any other remedies available at law or equity. Recipient agrees to notify the Authority in writing of any actual or suspected misuse or unauthorized disclosure of the Information that may come to Recipient's attention.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the parties activities undertaken pursuant to this Agreement, shall be brought in the appropriate state or federal court in the County of San Diego, California.

13. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

14. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

15. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned on the dates set forth below and will become effective upon the latter of such dates should they differ.

AUTHORITY (Sweetwater Authority)

RECIPIENT (<COMPANY>)

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____