



**SAN MATEO COUNTY
MOSQUITO & VECTOR
CONTROL DISTRICT**

Protecting public health since 1916

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REQUEST FOR PROPOSALS

For

IT Infrastructure Upgrade Project

**SAN MATEO COUNTY
MOSQUITO AND VECTOR CONTROL DISTRICT**

Proposal Deadline: May 26, 2026 at 4:00 p.m.

**SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
REQUEST FOR PROPOSALS**

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SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT REQUEST FOR PROPOSALS

The San Mateo County Mosquito and Vector Control District (“**District**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for procurement and professional services for its IT Infrastructure Upgrade Project (“**Project**”).

1. ABOUT THE DISTRICT

The District is an independent special district formed by the residents of San Mateo County in 1916 to control mosquitoes and protect the health and comfort of local residents. The District currently encompasses all 455 square miles of San Mateo County. It covers most of the Peninsula south of San Francisco, bordered on the east by San Francisco Bay and on the west by the Pacific Ocean. Services provided by the District include mosquito control, yellowjacket and wasp nest removal, municipal rat control, surveillance for vector-borne diseases, and advice to property owners on issues related to vectors. The District has an annual budget of approximately \$6 million. The District is governed by a 21-member Board of Trustees, consisting of one representative from each city in the county and one representing the county at large. Staff positions include twenty-three permanent staff and approximately twelve seasonal staff. Additional information about the District is available online at <https://www.smcinvcd.org/>.

2. THE SERVICES

A. Summary. The District requires procurement and professional services (“**Services**”) for planned IT improvements for its entire infrastructure. The Project involves upgrades to the current IT infrastructure including network, security, server, SaaS, and connectivity services to increase security and reliability of the system. The District’s Current Environment for the Project is attached hereto as **Attachment A**.

B. Form of Agreement. A copy of the District’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment C** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the pricing set forth in its Proposal,

and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Matthew Nienhuis, IT Director, at mnienhuis@smcmvcd.org by 12:00 p.m., May 20th, 2026 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. District will not be bound by the oral representations of any District officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will be held on May 18th, 2026, from 2:00 to 3:00 p.m., online at Zoom Meeting Link: <https://zoom.us/j/6503448592>. Prospective Respondents will have the opportunity to ask questions about the RFP and the required Services. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent’s representative for receipt of any subsequent addenda.

C. Submittal Instructions. Proposals must be **received** by the District by or before May 26, 2026 at 4:00 p.m. (“**Proposal Deadline**”). Respondent must submit one copy of the Proposal in electronic format via email to Matthew Nienhuis, IT Director, at mnienhuis@smcmvcd.org, with a subject line that reads: “Proposal for IT Infrastructure Upgrades for SMCMVCD.” Late submissions will be disregarded.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	May 7 th , 2026
Pre-Submittal Meeting	May 18, 2026 at 2 PM
Request for Information Deadline	May 20, 2026 at 12 PM
Proposal Deadline	May 26, 2026 at 4 PM
Interviews (if requested by District)	May 28, 2026, if needed
Notice of Selection	June 10, 2026
Board Approval and Award	June 10th
Commence Services	June 11th

E. Addenda. District reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the District's website at <https://www.smcmvcd.org/requests-for-proposals>. Each Respondent is solely responsible for checking the District's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the District, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the District; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe any partners that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies.

For each example, provide (1) a brief description of the services provided, and (2) an explanation of why this experience is relevant to the required Services.

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a brief summary of their education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor.

E. Price. Provide a copy of hourly billing rates and any rates that would apply to any authorized additional Services. The copy of hourly billing rates must include the principal's rate(s), job title or classification, and the associated range of actual hourly rates.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the District. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

5. EVALUATION

The District will award the Agreement to the Respondent that is determined to be the best value, based on the District's review and evaluation of Proposals. This selection ensures compliance with the RFP requirements and delivers the best overall value to the District.

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated. When the evaluation is complete, the Proposals will be ranked to identify the Proposal that offers the best value to the District. Acting in its sole discretion, the District may elect to conduct interviews with shortlisted Respondents.

B. Award. The District will award the Agreement, if at all, to the Respondent that is determined by the District, acting in its sole discretion, to offer the best value to the District based on the District's review, as outlined above. District staff will submit its recommendation to the District's Board of Trustees or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the

District's website at <https://www.smcmvcd.org/requests-for-proposals>, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the District's intended selection or the selection process must be submitted no later than 4:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Brian Weber, District Manager, at bweber@smcmvcd.org, and must clearly specify the basis for the protest. The protest will be reviewed by the District Manager in consultation with the District's General Counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of District and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The District reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The District reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The District reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the District any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. District employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The District is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "**Act**"), and each Proposal submitted to the District is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent

agrees to indemnify, defend, and hold harmless the District against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Attachment A – Current Environment, dated April 2026

Attachment B – Form of Agreement

Attachment C – Scope of Services

Attachment A – Current Environment

The information below outlines the general demographics of Dreisbach Enterprises and our current technical environment.

Office Locations:

- Main Office: 1351 Rollins Rd. Burlingame, CA 94010
- Second Office: 1415 N Carolan Ave, Burlingame, CA 94010

Number of Employees:

- Full-Time: 21
- Additional Seasonal: 7

Infrastructure:

Hardware

1. Network
 - a. Firewall: Sonicwall TZ 400 (both offices)
 - b. Switches: Ortronics 48 and 24 port patch panel, Ubiquiti 48 Port and 24 port (Main office). 48 port Leviton patch panel, 16 port POE tp-link (Second Office)
 - c. Wireless: Ubiquiti AP x 9
 - d. Stock Comcast Router
2. Servers
 - a. Currently no internal servers (SaaS based)
3. Security
 - a. Bay Alarm
 - b. Physical Door Access (PDK)
 - c. Video Surveillance: Small cameras with local storage on Desktop
4. Power
 - a. APC SmartUPS 1500 (main) CyberPower 1000 AVR (second)
5. Connectivity
 - a. Comcast for Business (Coax) both locations

Software

1. Azure/Office365
2. Cloud Backup (Barracuda)
3. Quickbooks Online
4. GIS (MapVision)
5. ADP
6. ThreatLocker (EDR)
7. Eset (AV)

Attachment B – Form of Agreement

Goods and Services Purchase Agreement

This Goods Purchase Agreement (“**Agreement**”) is entered into as of _____, 2026 (“**Effective Date**”), by and between the District of San Mateo County Mosquito and Vector Control District, a California municipality (“**District**”), and <_____, a _____ (“**Vendor**”) (individually, a “**Party**” and collectively, the “**Parties**”).

Recitals

- A. The District requires _____ IT Infrastructure improvements _____, as described herein.
- B. On _____, 2026, District requested bids from vendors to provide the goods required under this Agreement, in accordance with _____ of the District’s Municipal Code. Vendor submitted a written bid, dated _____, to provide the goods, as more fully set forth in this Agreement. The District’s request for bids and the Vendor’s bid are incorporated into and made part of this Agreement.
- C. On _____, 20____, District authorized award of this Agreement to Vendor.

Terms and Conditions

1. Vendor’s Obligations.

- 1.1 Goods.** Vendor will provide to District the goods specified in the Specifications, attached hereto as **Exhibit A** and incorporated herein by reference, and perform any incidental services as further specified therein (collectively, the “**Goods**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of District.
- 1.2 Industry Standards.** Vendor will provide Goods acceptable to District in strict conformance with this Agreement and in accordance with the standards customarily adhered to by an experienced and competent vendor or supplier of the Goods, using the degree of care and skill ordinarily exercised by reputable vendors or suppliers of such Goods. Vendor will require and ensure that its employees, subcontractors, and agents comply with the requirements of this Agreement.
- 1.3 Time for Performance.** Time is of the essence in performing all of Vendor’s obligations under the Agreement. Vendor will use commercially reasonable efforts to perform under the Agreement in a timely manner. Vendor will deliver the Goods in accordance with the schedule set forth in Exhibit A. If there is no schedule set forth in Exhibit A, Vendor will deliver the Goods in a reasonably prompt and timely manner based on the circumstances and direction from District. Vendor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. Vendor is fully responsible for scheduling transportation and delivery of the Goods. District’s approval of any extension of time for delivery of Goods will not operate to waive District’s rights and remedies with respect to damages resulting from Vendor’s delay.
- 1.4 Delivery Requirements.** Unless otherwise specified in Exhibit A, Vendor must deliver the Goods to District at the address set forth in the Specifications. All shipments are Free On Board (FOB) destination with freight prepaid. Vendor is solely responsible for all transportation and delivery costs, including, but not limited to, costs for shipping, handling, containers, packing, storage, insurance, and any other similar charges. Vendor must package, mark, and otherwise prepare the Goods for shipment in suitable containers, in accordance with sound commercial practices.

1.5 Brand or Trade Names. If Exhibit A specifies Goods, or portions thereof, by specific brand or trade name, no substitution will be made without District's written approval. If Exhibit A specifies Goods, or portions thereof, by specific brand or trade name followed by the words "or equal," Vendor may request use of any equal item, subject to District's approval. All data substantiating the proposed substitute as an equal item must be submitted with a written request for substitution. District, in its sole discretion, will determine whether a proposed substitute is an acceptable equal item. Vendor will submit material samples to District upon request. Goods, or portions thereof, furnished to District without the approval required by this Section may be deemed defective for purposes of Section 6, below.

2. Payment. District will pay Vendor for the Goods, in strict accordance with the terms and conditions of this Agreement, based on the pricing set forth in the Price Schedule attached hereto as **Exhibit B** and incorporated herein by reference. Vendor's total compensation under this Agreement will not exceed _____ ("**Total Compensation**"), without prior written authorization from District.

2.1 Pricing Terms. The Total Compensation includes all of Vendor's direct and indirect costs to provide the Goods to District in accordance with this Agreement, including all necessary labor, materials, supplies, equipment, insurance, taxes, tariffs, packing, freight, shipment, transportation, delivery, and overhead costs, and any other costs, expenses, and charges incurred by Vendor. The pricing set forth in Exhibit B is not subject to change without written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District. Vendor warrants that title to the Goods, including all work, materials and equipment incorporated into the Goods, will pass to District free of any claims, liens, or encumbrances.

2.2 Invoices. Unless otherwise specified in Exhibit B, following District's receipt of the Goods as required by the Agreement, Vendor will submit an invoice for payment to District. The invoice must include the Agreement No.; the Purchase Order No. (if any); the date of invoice issuance; an itemized description of the Goods delivered; an itemized description of all applicable taxes; the total amount of the invoice; and any other substantiating data required by this Agreement or as directed by District. The invoice must be consistent with the unit prices in Exhibit B, if any.

2.3 District's Payment. District will endeavor to pay Vendor within 30 days after District's receipt and approval of an invoice, except for any disputed amounts. District will not be responsible for any additional charges, interest, or penalties due to a failure to pay within the 30-day period. District reserves the right to withhold or deduct amounts from payment otherwise due to Vendor for Vendor's failure to perform any of its obligations under this Agreement. District will not pay for Goods that are not fully functional as specified or otherwise do not meet the requirements of the Agreement. Payment of invoices will not constitute acceptance of the Goods. Vendor's acceptance of District's final payment for Goods will release District from any and all claims and liability for compensation under this Agreement.

2.4 Taxes. Unless prohibited by law, Vendor will timely pay all applicable taxes. Vendor will remit to the State of California any sales or use taxes paid by District to Vendor under this Agreement. Vendor will promptly provide information requested by the District to verify Vendor's filing or payment of taxes required in connection with this Agreement.

3. Term. The term of this Agreement begins on the Effective Date and _____ unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 6 (Correction of Defects), Section 9 (Indemnification), Section 11 (Intellectual Property), Section 12 (Warranty), Section 13 (Dispute Resolution), Section 15 (Information and Records), Section 20 (Notices), and Section 21 (General Provisions).

4. Inspection and Acceptance. The Goods are subject to inspection and/or testing by District at the delivery location specified in the Specifications prior to acceptance. District's inspection, testing, failure to inspect or test, acceptance of, or payment for, Goods will not release Vendor from its responsibility to provide Goods in accordance with this Agreement, nor will it impair District's right to reject nonconforming or defective Goods or constitute an assumption by District of Vendor's responsibility for any defect or error in the Goods.

5. Title and Risk of Loss. Vendor owns the title to Goods and bears all risk of delays, loss, and damage to the Goods until receipt, inspection and/or testing, and written acceptance of the Goods by District. District has no obligation to accept damaged shipments.

6. Correction of Defects. If any Goods are found at any time to be defective or nonconforming, as determined by District in its sole discretion, District reserves the right to reject and return the Goods, in whole or in part, at Vendor's risk and expense. At District's sole option, Vendor will promptly correct and redeliver the Goods or provide the District with a refund for the Goods, at no additional cost to District. Goods, including workmanship, materials, parts, or equipment incorporated into the Goods, that do not conform to the requirements of this Agreement, as determined by District, will be considered defective and subject to rejection. Vendor will be responsible for any costs associated with storing rejected Goods and shipping rejected Goods back to the Vendor or point of origin. District's rejection of the Goods, in whole or in part, will not operate to waive any other rights or remedies available to District. Vendor's corrective actions under this Section will not operate to waive the District's rights or remedies with respect to any damages caused by the rejected Goods, the cost of which may be recovered by District as an offset from payment otherwise due or to become due to Vendor. This Section also applies to any defects or deficiencies discovered during the Warranty Period.

7. Changes. District may make changes in the Goods, including, but not limited to, District's requirements and specifications for the Goods and the quantity of Goods. If such changes affect the cost of the Goods or time required for performance, an equitable adjustment may be made in the price or time for performance or both. For quantity changes, the compensation due to Vendor will be adjusted to reflect actual quantities required by District based on the itemized or unit prices in Exhibit B, if any, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price. Any such changes will be agreed upon by the Parties and memorialized in a written amendment to this Agreement.

8. Subcontracts. Vendor must obtain District's written permission before subcontracting any portion of the Agreement. All subcontracts will require that the subcontractor be bound by and subject to all of the terms and conditions of this Agreement, including, but not limited to, the insurance requirements. Vendor will be fully responsible to District for all acts or omissions of any subcontractor. No subcontract will relieve Vendor from its obligations to District, including, but not limited to, Vendor's insurance and indemnification obligations. Nothing in this Agreement creates a contractual relationship between a subcontractor and District, but District is deemed to be a third party beneficiary of the subcontract between Vendor and each subcontractor.

9. Indemnification. To the fullest extent permitted by law, Vendor will indemnify, defend with counsel acceptable to District, and hold harmless District, its District Council, officials, officers, employees, agents, and volunteers (collectively, "**District Indemnitees**") from and against any and all liability, demands, loss, damage, injury, claims, actions, causes of action, settlements, expenses, fines, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Vendor's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any District Indemnitees. This indemnification obligation applies to any and all intellectual property claims. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or termination of this Agreement.

10. Insurance. Vendor will obtain and maintain, at all times under this Agreement, the insurance coverage required in this Section to cover the activities of Vendor and its subcontractors relating to or arising from performance under the Agreement. Each policy must be issued by a company licensed to do business in California, and with a strength and size rating from A.M. Best Company of A-VIII or better. Vendor must provide District with certificates of insurance and required endorsements as evidence of coverage with the executed Agreement. If Vendor fails to provide any of the required coverage in full compliance with the requirements of the Agreement, District may, at its sole discretion, purchase such coverage at Vendor's expense and deduct the cost from payments due to Vendor, or terminate the Agreement for default. The procurement of the required insurance will not be construed to limit Vendor's liability under this Agreement or to fulfill Vendor's indemnification obligations under this Agreement.

10.1 Policies. The following insurance policies and limits are required for this Agreement:

(A) **Commercial General Liability ("CGL").** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Vendor's and its subcontractor's acts or omissions in performance under the Agreement, including Vendor's protective coverage, blanket contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(B) **Automobile Liability.** The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, and property damage, including hired and non-owned auto liability.

(C) **Workers' Compensation Insurance and Employer's Liability.** The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by statute. If Vendor is self-insured, Vendor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(D) **Professional Liability.** If the Agreement includes professional services in connection with the Goods, Vendor must also obtain and maintain professional liability insurance, which must insure against Vendor's errors and omissions in the provision of services under the Agreement, in an amount of at least \$1,000,000 combined single limit and \$2,000,000 aggregate.

10.2 Notice. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to District, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to District.

10.3 Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the District or the District's insurers.

10.4 Required Endorsements. The CGL policy and automobile liability policy must include the following specific endorsements:

(A) The District, its District Council, officials, officers, employees, agents, and volunteers (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must

protect the Additional Insured against any and all liability for personal injury, death and property damage or destruction arising directly or indirectly in the performance of the Agreement.

(B) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(C) The insurance provided is primary and no insurance held or owned by District may be called upon to contribute to a loss.

10.5 Vendor's Responsibilities. This Section establishes the minimum requirements for Vendor's insurance coverage in relation to providing Goods to District under this Agreement. It is not intended to limit Vendor's ability to procure additional or greater coverage. Vendor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Vendor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Vendor's insurance coverage.

10.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "**deductibles**") in excess of \$100,000 are subject to approval by District's Risk Manager, acting in his or her sole discretion, and must be declared by Vendor when it submits its certificates of insurance and endorsements pursuant to this Section 10. If District's Risk Manager determines that the deductibles are unacceptably high, at District's option, Vendor must either reduce or eliminate the deductibles as they apply to District and all required Additional Insured; or must provide a financial guarantee, to District's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

10.7 Third-Party Transportation Companies. Vendor must ensure that any third-party transportation companies contracted by Vendor to transport and deliver Goods maintain the same insurance coverage required under this Section, sufficient to cover the entire cost to replace the Goods. Transportation companies may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by District's Risk Manager. Vendor must confirm that each transportation company has complied with these insurance requirements, including the requirements related to the Additional Insureds and waiver of subrogation. Upon request by District, Vendor must provide certificates and endorsements submitted by each transportation company to prove compliance with this requirement. The insurance requirements for transportation companies do not replace or limit the Vendor's insurance obligations.

11. Intellectual Property. Vendor warrants that the Goods, including any material incorporated therein, do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party. Vendor must, at its sole expense, obtain and possess any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes in the Goods. Vendor grants a license to such items for the benefit of District. All licenses will be perpetual, world-wide, non-exclusive, non-transferable, royalty free, and sufficient in scope to permit District's full use and enjoyment of its ownership rights in the Goods. Vendor's indemnity obligations in Section 9 apply to any claimed violation of intellectual property rights.

12. Warranty.

12.1 General. In addition to any other express or implied warranties, Vendor warrants that the Goods will be new, suitable for the intended use; of good quality; free from all defects in

design, engineering, material, and workmanship; in conformance with the Specifications in Exhibit A, including any performance standards set forth therein; and in compliance with all applicable federal, state, and local laws, regulations, ordinances, rules, and orders ("**Laws**"). Vendor further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner, and in accordance with the highest industry standards. Any additional warranties provided by Laws, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the District's benefit. At District's request, Vendor must furnish satisfactory evidence of the quality and type of Goods. District reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods. District's inspection, testing, approval, acceptance, or payment for all or part of any Goods will not affect District's warranty rights.

12.2 Warranty Period. Vendor's warranty must guarantee that the Goods meet the requirements of this Agreement, including, but not limited to, the performance standards set forth in the Specifications, for a period of at least one year from the date District accepts the Goods, unless otherwise specified in the Specifications, and except when a longer guarantee is provided by a supplier or manufacturer ("**Warranty Period**"). Vendor must obtain from its subcontractors, suppliers, and manufacturers any special or extended warranties required by the Agreement. Any defects discovered by District during the Warranty Period will be remedied by Vendor at no cost to District, and any such replacement Goods will be subject to the same warranties as set forth in this Section. Vendor, at its sole expense and at no cost to District, will repair or replace other Goods or components thereof which may have been damaged by any defective Goods or corrective actions in connection with defective Goods.

13. Dispute Resolution. If any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet as soon as practicable to engage in a good faith effort to resolve the dispute informally. If the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation. Notwithstanding the existence of a dispute, Vendor will continue to perform its obligations under the Agreement, unless otherwise directed by District.

13.1 Mediation. Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and the Parties will schedule a mediation session to take place at a mutually agreed-upon date, time, and location. The Parties will jointly appoint a qualified, neutral mediator that is acceptable to each Party. The Parties will share the cost of mediation equally, but each Party will bear its own costs to prepare for and participate in the mediation, including its own legal costs. Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

13.2 Claim Presentment. Nothing in this Agreement will be construed as a waiver of any of the claim presentment requirements set forth in Government Code § 900 et seq.

13.3 Remedies. District's remedies under this Agreement will be construed as cumulative, and not exclusive, and District reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to this Agreement.

14. Termination. District reserves the right to terminate the Agreement for convenience or for cause upon written notice to Vendor. Upon receipt of such notice, Vendor must comply with any terms and conditions specified by District in the notice and use its best efforts to minimize further costs.

14.1 Termination for Convenience. District may terminate this Agreement, in whole or in part, for convenience by providing written notice of termination to Vendor, effective upon the date stated in the notice. In the event of District's termination for convenience, Vendor waives any claim for damages, including for loss of anticipated profits. If District

terminates the Agreement for convenience, Vendor will be compensated for its actual, documented out of pocket costs up to the effective date of termination with no mark up.

14.2 Termination for Cause. Vendor may be deemed in default for a material breach of the Agreement, including failure to deliver the Goods within the time specified; delivery of nonconforming Goods; failure to correct rejected Goods; disregard of Laws; or responsibility for any other material breach of the Agreement. If any of these circumstances exist, the District may give written notice of default to Vendor and demand that the default be cured or corrected within a specified number of days, as set forth in the notice. If Vendor fails to cure the default within the time specified in the notice, and the Vendor fails to give adequate written assurance of due performance within the specified time, then the District may terminate this Agreement for cause. If District terminates the Agreement for cause, District will only owe Vendor payment for Goods accepted by District prior to the effective date of termination and may deduct from that payment the amount of any costs incurred by District because of Vendor's default.

15. Information and Records.

15.1 Confidentiality. Vendor will maintain the confidentiality of all non-public information made known to or discovered by Vendor in connection with this Agreement. Unless disclosure is required by applicable law or valid court order or authorized in advance by District, Vendor will not disclose any information or records related to this Agreement, including information and records created by Vendor, to any person other than a District employee. Vendor will immediately notify District in writing of any request for Vendor to disclose information or records, or any actual or potential disclosure of information, under this Agreement.

15.2 Work Product. Vendor is deemed to have conveyed the copyright in any designs, drawings, specifications, shop drawings, or other documents, in any form, developed by Vendor in connection with the Goods ("**Work Product**"), and District will retain all rights to such Work Product, including the right to possession. All Work Product required by this Agreement to be prepared by Vendor and its subcontractors, whether complete or in progress, is the property of District. Vendor will promptly deliver all such Work Product to District following delivery of the Goods, upon termination, or upon demand by District.

15.3 Records. Vendor will maintain full and complete records related to this Agreement, including records related to the Goods, for a period of four years from expiration or termination of this Agreement, whichever occurs first. Vendor will permit District to inspect, examine, and audit Vendor's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time, and will furnish to District any other evidence or information requested by District. Vendor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7.

16. Compliance with Laws.

16.1 General. Vendor will comply with all applicable Laws, including, but not limited to, unemployment insurance benefits, FICA Laws, and conflict of interest Laws.

16.2 Health and Safety. All Goods must comply with Laws regarding health and safety, including, but not limited to, the California Occupational Safety and Health Act. If applicable, Vendor must provide the District with Safety Data Sheet(s) with the shipment of any hazardous substances, pursuant to Labor Code § 6360 et seq. and 8 CCR § 5194.

16.3 Licensing and Permits. Vendor represents and warrants to District that Vendor has and will maintain during this Agreement all applicable licenses, permits, qualifications, and approvals that are legally required for Vendor to provide and deliver the Goods.

17. Conflicts of Interest. Vendor, its employees, subcontractors, and agents may not have, maintain or acquire a conflict of interest in relation to this Agreement in violation of any Laws, including under Government Code § 1090 et seq. and under the Political Reform Act as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Agreement.

18. Nondiscrimination. Discrimination against any prospective or present employee on grounds of race, color, ancestry, national origin, ethnicity, religion, gender, sex, sexual orientation, age, disability, marital status, or any other protected class is strictly prohibited. Vendor and its subcontractors are required to comply with all applicable Laws prohibiting discrimination.

19. Independent Contractor. Vendor is an independent contractor under this Agreement and will have control of the work under this Agreement and the means and methods by which it is performed. Vendor and its subcontractors are not employees of District and are not entitled to participate in any health, retirement, or any other employee benefits from the District. Vendor is not authorized to act as an agent of District.

20. Notice. Any notice, billing, or payment required by or pursuant to the Agreement must be made in writing, signed, dated, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second business day after deposit for delivery. Notice for each Party must be given as follows:

District:

Address: < _____ >
City/State/Zip: < _____ >
Phone: < _____ >
Attn: < _____ >
Email: < _____ >
Copy to: < _____ >

Vendor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

21. General Provisions.

21.1 Recitals. The recitals set forth above are true and correct and are incorporated into the Agreement.

21.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Agreement is deemed to be inserted, and the Agreement will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Agreement will be deemed amended accordingly.

- 21.3 Assignment and Successors.** Vendor will not assign its rights or obligations under this Agreement, in whole or in part, without District's written consent. This Agreement is binding on the Parties' lawful heirs, successors, and permitted assigns.
- 21.4 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.
- 21.5 Governing Law and Venue.** This Agreement will be governed by California law and venue will be in the Superior Court of ___San Mateo County_____, and no other place.
- 21.6 Amendment.** No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by each Party.
- 21.7 Precedence.** If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- 21.8 Force Majeure.** If either Party is delayed, hindered in, or prevented from the performance of any act required under this Agreement because of strikes, lockouts, natural disasters, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events. The Party affected by a Force Majeure Event will notify the other Party as soon as practicable and take all reasonable steps to mitigate the delay in performance.
- 21.9 Waiver.** District's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will not be effective unless it is in writing and signed by the District. District's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by District.
- 21.10 Headings.** The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties.
- 21.11 Attorneys' Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 21.12 Integration; Severability.** This Agreement and the exhibits incorporated herein, including any authorized amendments, constitute the final, complete, and exclusive terms of the agreement between the Parties related to the Goods. If any portion of this Agreement is declared illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect.
- 21.13 Express Rejection of Vendor's Terms.** This Agreement is not modified by any additional or different terms or conditions which may appear in any communication from Vendor or on any form used by Vendor in the course of business, unless specifically

agreed to in writing by District. Acceptance of the Goods does not constitute acceptance of any additional or different terms provided by Vendor.

- 21.14 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.
- 21.15 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Vendor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.
- 21.16 Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which will be considered as an original signature for all purposes, and will have the same force and effect as an original signature.

[Signatures are on the following page.]

The Parties agree to this Agreement as witnessed by the signatures below:

DISTRICT OF _____:

Approved as to Form:

s/ _____
<Insert Name, Title>

s/ _____
<Insert Name, Title>

Date: _____

Date: _____

Attest:

s/ _____

Name/Title

Date: _____

VENDOR: _____
Business Name

s/ _____

Name/Title

Date: _____

s/ _____

Name/Title

Date: _____

Exhibit A: Specifications
Exhibit B: Price Schedule

**Exhibit A
Specifications**

Vendor shall provide all goods and incidental services necessary to implement specified IT infrastructure improvements for the District. The Goods and associated services shall include, but are not limited to, the following:

Refer to the scope of services in RFP Attachment C for guidance on products and services. If the bidder believes that using alternative equipment could enhance the project, they must ensure that the suggested equipment matches or surpasses the quality of the products specified in Attachment C of the RFP.

Exhibit B
Price Schedule

The price(s) listed in this Price Schedule include all costs for Vendor to provide and deliver the Goods, including performance of any incidental services, as specified in the Specifications, within the time specified, including all labor, material, supplies, and equipment, and all other direct and indirect costs, including, but not limited to, taxes, tariffs, shipping and handling, insurance, and all overhead.

<Insert a price schedule, including unit prices, if applicable.>

Attachment C – Scope of Services

The District is looking to upgrade the entire infrastructure. This will include both sites, with a majority of the upgrades at the Main Office.

Below are the requirements for this RFP. This will include both hardware procurement and professional services for installation and training.

Hardware:

- NexGen Firewalls
 - Main Office:
 - Redundant Connectivity
 - Failover
 - Site-to-Site IPSec
 - Client VPN connectivity
 - Second Site:
 - Redundant Connectivity
 - Failover
 - Site-to-Site IPSec
 - Client VPN connectivity
- Switching
 - Both Sites:
 - Single Management Interface
 - PoE
 - VLANs
- Wireless
 - Both Sites:
 - Single Management Interface
 - Wi-Fi 6 or higher
 - Multi-band
 - Separate Frequencies (for IoT)
- Datacenter
 - Main Office
 - Server Racks
 - Wiring (CAT6)
 - Cable management
 - UPS
 - Network Management
 - 2-hour runtime on full load

Software:

- SaaS Services
 - Azure\Entra Professional Services
 - Microsoft 365 Licensing with Conditional Access Policies
 - Email Security
 - RMM/MDM

- Log Management (syslog)
- Notification System
- Remote Access Tools
- Cloud Backup Solution

- Security Software
 - Web/DNS Filtering
 - Password Management
 - Encryption Tools
 - Vulnerability Scanner
 - Intrusion detection
 - MFA/2FA service
 - EDR Solution (Endpoint Detection and Response)
 - Honeypot Solution

Connectivity:

- Redundant Internet Connectivity
- Failover ability
- Multi-site connection (if needed)

Professional Services and Training

- Infrastructure implementation
- Software implementation
- Training on all implementations