STATEMENT OF QUALIFICATIONS

REQUEST FOR PROPOSALS (RFP) NO. FN 030819

INFORMATION TECHNOLOGY
NONPROFESSIONAL CONSULTING SUPPORT SERVICES

CITY OF RANCHO SANTA MARGARITA
22112 El Paseo
Rancho Santa Margarita, CA 92688
(949) 635-1800

Tentative RFP Dates

Request for Proposal Posting/Mailing:	March 8, 2019
Written Question Deadline:	March 20, 2019
Submittal Deadline:	April 5, 2019
Tentative First Interview:	Week of April 29, 2019
Tentative City Council Award and Effective Date:	May 22, 2019/July 1, 2019

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City of Rancho Santa Margarita
22112 El Paseo ● Rancho Santa Margarita ● California 92688-2824
Phone: (949) 635-1800 ● Fax: (949) 635-1840 ● www.cityofrsm.org

March 8, 2019

SUBJECT: INFORMATION TECHNOLOGY NONPROFESSIONAL CONSULTING SUPPORT SERVICES PROPOSAL (NO. FN 030819)

Dear Proposers:

The City of Rancho Santa Margarita invites qualified consultants to submit proposals to provide IT Consulting Support Services.

The City of Rancho Santa Margarita is requesting proposals from qualified firms for Information Technology (IT) Consulting Support Services. The term of the proposed Nonprofessional Consulting Services Agreement will be for three (3) years, commencing on July 1, 2019, and ending on June 30, 2022. The City will have the unilateral option, at its sole discretion, to extend the Agreement for no more than one additional two-year term.

To be considered responsive to this Request for Proposals (RFP), Proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in this RFP.

PROPOSALS ARE DUE BEFORE
3:00 P.M. on Friday, April 5, 2019

If you have any questions regarding this RFP, please email them to: sturner@cityofrsm.org or sdjordjevic@cityofrsm.org by the deadline noted in this RFP. Thank you for your interest.

Respectfully,

Stefanie Turner

Stefanie Turner
Finance Director
City of Rancho Santa Margarita

Mayor	*Mayor Pro Tempore*	*Council Member*	*Council Member*	*Council Member*	*City Manager*
Jerry Holloway	*Bradley J. McGirr*	*L. Anthony Beall*	*Carol A. Gamble*	*Anne D. Figueroa*	*Jennifer M. Cervantez*

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City of Rancho Santa Margarita (City) invites qualified firms to submit written proposals for IT consulting support services. Should an award be made, the selected Proposer will enter into a nonprofessional consulting services agreement with the City of Rancho Santa Margarita to provide IT support services.

B: Proposed Schedule

Request for Proposal Posting/Mailing:	March 8, 2019
Written Question Deadline:	March 20, 2019
Submittal Deadline:	April 5, 2019
Tentative First Interview:	Week of April 29, 2019
Tentative City Council Award and Effective Date:	May 22, 2019/July 1, 2019

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), 4 printed copies (marked copy) of the proposal and one (1) electronic copy a flash drive (will not be returned) must be submitted in a sealed envelope or box bearing the name of the Proposer, marked ***RFP No.*** **FN 030819** and submitted **only** to the following address:

City of Rancho Santa Margarita
Proposal for IT Consulting Support Services
Attn: Stefanie Turner
Finance Director
22112 El Paseo
Rancho Santa Margarita CA 92688

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City.

Late proposals may not be accepted and may be returned to the Proposer unopened.

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

BIDDING PROCESS/AWARD OF PROPOSAL. In accordance with Section 3.07.070 of the Rancho Santa Margarita Municipal Code (RSMMC), the City reserves the right to publish this RFP and request bids from qualified firms to perform the specified services as listed in the Scope of Services. Additionally, the City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Sections 3.07.070(11), 3.07.050, and 3.07.111, of the RSMMC, and accordingly, an Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal, but if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a consulting services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a task order for all tasks listed in the scope of work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (Appendix 3) and submitting a proposal to the City in response to this Request for Proposals, the Proposer represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as Appendix 1.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have access to the same information, the City will use the following procedure to respond to inquiries.

> **All questions or requests for interpretations shall be made in writing and delivered to Stefanie Turner, Finance Director, City of Rancho Santa Margarita, 22112 El Paseo Rancho Santa Margarita CA 92688, or via email at sturner@cityofrsm.org by 4:00 p.m. Wednesday, March 20, 2019**.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. **Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.**

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive consulting services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present proposals to the City Council, or a recommendation for award is made to the City Council, whichever comes first.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the agreement between the City of Rancho Santa Margarita and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 120 days from the due date and may be extended by written authorization from the Proposer.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit one printed original (marked original), 4 printed copies (marked copy) of the proposal and one (1) electronic copy on a flash drive (will not be returned) on or before the Submittal Deadline to:

City of Rancho Santa Margarita
Proposal for IT Consulting Support Services
Attn: Stefanie Turner
Finance Director
22112 El Paseo
Rancho Santa Margarita CA 92688

If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If one document is not clearly marked “ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. *Do NOT include marketing brochures or other promotional material not connected with this RFP.*

All proposals shall be submitted on standard 8.5” by 11” paper three-hole punched and secured in binders or bound. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of qualifications.

B. Company Data:

Please submit the following information for the Proposer:

- Official name and address
- Name, address, and telephone number of the Proposer's point of contact.
- Indicate what type of entity (corporation, company, joint venture, etc).
- Federal employer I.D. Number
- The address, telephone numbers, and fax numbers of each of your firm's locations
- A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual
- Number of years of experience the Proposer has had in providing required, equivalent, or related services
- All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
    - Year
    - Type of Contract
    - Contracting Agency
- Any failures or refusals to complete a contract and explanation
- Financial interests in other lines of business.

If the entity is a joint venture, please enclose a copy of the Joint Venture Agreement.

C: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of staff and management contacts of all personnel available to provide services under this contract.

D. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the consulting services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services.

<u>Resume Format</u>:

<u>Name</u>

<u>Position</u>

<u>Include length of time with this firm in the current position and any other positions held within the firm.</u>

Education

Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.

Summary of Experience

In chronological order, most recent date first, summarize experience as it relates to Information Technology Consulting Support Services.

Professional Membership/Registrations

E: References:

Proposer must provide at least three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business or agency, name of contact person, telephone number of contact person, and description of services provided.

F: Overview and Approach:

- **Understanding**: Proposer must include in this section its understanding of Information Technology Consulting support services in a municipal setting.
- **Approach, Timing and Work Program of Engagement Team**: Proposer must include in this section its approach to providing efficient, timely and effective Information Technology Consulting support services. Include proposed administrative procedures, anticipated timelines, areas of responsibility and a discussion of service delivery such as implementation process, training and support.
- Proposer must reference all duties as listed in the **SCOPE OF WORK**. Proposer must note any services NOT provided by their firm.
- Proposer shall also list any resources, City assistance or other items expected to be provided by City.
- Proposer may additionally itemize those services which are further required in the servicing of the account but are not noted in the aforementioned paragraphs as requirements. Proposer will entitle this section as *ADDITIONAL SERVICES*.
- Proposer must describe how they will integrate their staff and implement their services into City operations.

G: Compensation/Payment Schedule:

Refer to Section V for the Compensation/Payment Schedule requirements.

The sample Microsoft Excel template of the sample format in Appendix 4 is available upon request, but it is the Proposer's responsibility to ensure it is properly calculating.

J. Proposal Forms:

Non-Collusion Affidavit:
Proposer is required to sign and submit the *Non-Collusion Affidavit* (Appendix 1).

Certificate of Insurance:
Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the *Sample Consulting Services Agreement (attached as **Appendix 5**)* prior to execution of the contract. Proposer is required to sign and submit the *Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services* (Appendix 2).

Certification of Proposal:
Proposer is required to sign and submit the Certification of Proposal in Appendix 3**.**

SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3.07.111 of the RSMMC. The City reserves the right to establish criteria and weight factors.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. The cost and quality of the nonprofessional services.
2. The ability, capacity, and skill of the vendor to perform the nonprofessional services requested.
3. The ability of the vendor to provide nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption.
4. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform.
5. The character, integrity, reputation, judgement, references, experience, and efficiency of the vendor.
6. The quality of the vendor's performance history and record on previous purchases or contracts with the City.
7. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased.
8. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

The Evaluation Committee will also evaluate proposals received based on the following:

1. The firm's size and structure.
2. Demonstrated knowledge of public agencies, particularly municipalities.
3. Understanding of the needs and support requirements of CITY.
4. Location of firm and availability of staff assigned to CITY.
5. Content, quality, completeness and form of submitted proposal.

Following evaluation of written proposals, the Committee will select the top candidates and a final decision will be made based on the consulting services fee proposals. The Committee may hold interviews with the most qualified respondents to assist in making the final decision. The Committee will recommend a single proposer for contract approval.

SECTION IV

SCOPE OF SERVICES

The City of Rancho Santa Margarita (City) invites qualified firms to submit proposals for Information Technology Consulting Support Services. Should an award be made, the successful Proposer will enter into a consulting services agreement with the City of Rancho Santa Margarita to provide IT consulting support services.

Background

Rancho Santa Margarita is located in southern Orange County approximately 20 miles from Santa Ana and 45 miles south of Los Angeles. Rancho Santa Margarita incorporated on January 1, 2000 and has a current population of approximately 49,329. The City is a general law city and operates under the council-manager form of government. The City has 23 full time staff and various part time staff.

Rancho Santa Margarita was incorporated on January 1, 2000 and operates as a contract city. The City has five (5) departments: General Government (includes City Council, City Manager, City Clerk, and Human Resources/Risk Management), Finance, Public Works, Development Services (includes Planning, Building Safety & Code Enforcement), and Community Services. Police services are provided through contract with the Orange County Sheriff. Fire Protection services are provided through the Orange County Fire Authority. The City also contracts for Animal Control Services, and City Attorney. Rancho Santa Margarita owns no parks as they are owned and maintained by homeowner associations.

The City Manager is hired by the City Council and oversees all day to day operations. For more information about the city, please visit the City website at www.cityofrsm.org.

Finance/IT Department

The Finance Department is headed by Stefanie Turner, Finance Director, who also oversees the IT Consulting Services Contract. The Finance Department consists of four employees (three full time and one part-time).

Scope of Services to be provided by the selected Proposer:

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City will be made a part of the Agreement. The term of the Agreement is expected to be a three-year term.

A. General

Consultant will assist in providing technological strategic planning and oversight of the City's Information Technology (IT) program. Consultant will be deemed to be the City's IT subject matter expert and may provide project management services. Additionally, consultant will provide onsite support, coordinated through the help desk, which will include full management of servers, desktops, wide area network design and maintenance, and support of third party software.

The number of users/desktops supported is approximately 55 and may grow 5% during the length of the contract term. The desktop/network environment is Windows 7 and Windows 10/Server 2008 & 2012. The City currently has 2 sites: City Hall and the Bell Tower Regional Community Center. A working area for consultant's on-site staff will be provided at City Hall.

The following describes the requested work effort. Response to this Scope of Work should include estimated units of time identified with each section and where appropriate, proposed staffing. Unit pricing should be included wherever possible.

B. Strategic Planning and Oversight

Consultant shall assist the City with strategic oversight and master planning of the City's IT program. The City expects that the consultant will provide, but not be limited, to the following:

1) Identify trends in use of IT for municipal service delivery. Identify solutions to support City strategic goals and objectives.
    a. Identify critical integration issues based on current projects and future initiatives.
    b. Recommend policies, procedures and standards for implementation and use of IT.
    c. Provide input and review of Requests for Proposals (RFP) related to IT services. Assist with vendor negotiations on IT projects.
    d. Provide recommendations for additional services to provide enhanced IT services when needed.
    e. Assist City with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades.

2) Meetings and Hours
    a) Participate in monthly meetings with staff to discuss projects and budget planning. Meetings may be on-site or via conference call.

    Deliverables:

    1) Yearly budget recommendations.
    2) Quarterly presentation on account status, to include reports noted in Section F, Reporting Standards.

C. Project Management

Consultant shall provide experienced project managers to provide management of projects on an as-needed basis from vendor selection to implementation. Consultants shall provide an estimate of hours required to provide the described services along with hourly rates. Project Management services may include but not be limited to the following:

1) Research of appropriate vendors.
2) RFP process.
3) Selection/recommendations.
4) Contract with vendor.
5) Oversight of project and implementation.
6) Provide consulting for projects as needed
7) Provide project management or projects as determined.
8) Provide specialized services and support for unique systems as directed.

Deliverables:

1) Project management as required.
2) Semi-monthly project updates.

D. Helpdesk

Consultant shall provide help desk oversight and support onsite two (2) days a week, eight (8) hours per day, and via remote access when necessary. Support requests by City staff are made through a digital centralized management ticketing system, email requests and telephone calls. The help desk function encompasses three basic areas: desktop, network and purchasing. Consultant is expected to provide the following minimum requirements for each function:

Desktop Support

1) Consultant shall document and track all help desk tickets whether received from ticket tracking system, phone input, or email.
2) Ensure that a list of software and hardware inventory, license and warranty expirations is kept current.
3) Provide ongoing hardware maintenance of the LAN(s) consisting of all computers, servers, printers, and other peripherals. Service may be customized to fit City needs and requirements after full evaluation of the environment and inventory to be performed by consultant.
4) Consultant shall also provide system upgrades including but not limited to:
    a) Operating system upgrades
    b) Application upgrades
    c) Hardware upgrades
    d) Virus protection
    e) Spam filtering
5) Coordinate resolution of software problems with software vendor.
6) Provide support for the City's document imaging and scanning systems, GIS applications, and other applications as identified by the City.
7) Ensure efficient daily operation of PCs and network.
8) Provide support during the City's normal business hours.
9) Consultant shall answer any and all IT related questions.

Deliverables

1) All help desk tickets will be acknowledged the same day that onsite support is provided.
2) Help desk tickets shall be resolved within three days of initial request or the next onsite support day, whichever is sooner, following the request. Full documentation is required if a quick resolution is not possible due to equipment failures or other reasons.
3) Provide appropriate escalation of ticket resolution when necessary.
4) Provide help desk reports on a monthly basis. Monthly reports shall include open tickets and information relevant to tracking type and frequency of help desk tickets, identification of common issues with users and/or segments of the network structure.
5) Quarterly software and hardware inventory reports including license and warranty expirations.

Network Administration

1) Provide regular review and evaluation of the City's network to ensure optimum operations and security.
2) Network access including but not limited to:
    a. New user account creation.
    b. Disabling or deleting obsolete user accounts.
    c. Assigning security permissions.
    d. Issuing VPN access.

   e. Vendor account creation.
3) Network printing
4) Email administration
5) Documentation
6) Server maintenance
7) Firewall administration support
8) Internet support
9) Network outages
10) System Backup: Consultant shall provide full backup of all servers. The IT network, including all files on the servers, are backed up on a daily basis. Consultant shall ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be successfully restored.
11) Perform an external penetration test for the network annually.

Deliverables

1) Full back up of all servers.
2) Annual external penetration test for the network.

E. Purchasing

Consultant shall be responsible for purchasing, at City's cost and using a City purchase order, all IT related equipment and software unless otherwise advised by the City. All purchases are subject to prior City approval. Purchases, installation, and repairs shall be subject to the following requirements:

1) Replacement components shall be of equal or better quality and current or better pricing. Inasmuch as the cost of these products varies dramatically, it is incumbent on the consultant to provide the best quality at the best possible price.
   a) Set standards and purchase of hardware and software.
   b) Provide quotes to City upon request.
2) Consultant shall ensure that vendors meet the following requirements:
   a. Parts and Labor: Charges for parts and labor services offered by consultant to be billed in accordance with specifications
   b. Repairs: Whenever possible, repair work is to be performed onsite, at City facilities where the equipment in need of repair is located. In the event that the equipment is removed from City facilities, loaner equipment will be provided at no charge for use during the repair cycle. If practicable, on-line servicing may be substituted where cost/time effective.
   c. Manufacturer Warranties: All appropriate, applicable and valid manufacturer warranties are to be honored.
   d. Labor Warranties: Consultant will warranty all labor for services performed and all parts supplied and replaced by consultant personnel as part of the agreement, for a period of ninety (90) days. Manufacturer warranties for replacement of parts are honored in accordance with the agreement.

3) Equipment certification/Identification: Identify each piece of equipment by serial number per department at onset of agreement. If equipment change outs or new equipment is added, provide serial numbers of new equipment at change-out.
4) City shall be invoiced by consultant after City's acceptance of the product.
5) Acceptance by the City shall be by written or oral notice after completion of any or all of the following:
   a) There exists no defect in hardware or software that would render the product useless or prevent the City's use of the product in a live operational mode.
   b) City shall notify consultant of any defect within 30 days of receipt of product and consultant shall cure such defect.
   c) Consultant shall cure any product defect within 30 days of notification either by replacement of repair of the product

Deliverables

1) Purchase all hardware and software for the City, invoicing the City on a monthly basis. Include either City authorization or a copy of a receipt of purchase with the invoice.
2) Coordinate repairs.
3) Document all purchases.

F. Reporting Standards

Consultant shall provide City with the following reports. If the City changes any of the standards set forth below, City shall provide consultant 30-day written notice.

Help desk tickets:	Consultant shall provide a report of completed and in-progress help desk tickets semi-monthly.
Operating System:	Consultant shall provide a report of resource management and usage reports with recommendations for hardware and operating system improvements semi-monthly.
Hardware:	Consultant shall provide a current list of all hardware inventories quarterly.
Software:	Consultant shall provide a current list of all software inventories quarterly.

SECTION V

SCHEDULE OF COMPENSATION/FEES

Compensation will be provided in accordance with Section 2 of the Sample Consulting Services Agreement (Appendix 5). Compensation will be in accordance with the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City. In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format shown in Appendix 4 and as described below.

This section shall define the fee schedule for the duration of the contract. The proposal must contain a proposed fee schedule including hourly billing rate for desktop, network and remote support, hourly billing rate for overtime services if needed, and annual contract amount with a not-to-exceed fee for each of the (3) consecutive years with a proposed fee for each year.

The City reserves the right to negotiate final pricing with the selected firm.

The proposal must be on a fixed fee basis inclusive of all expenses.

The cost proposal should be submitted in the format provided in Appendix 4, "SCHEDULE OF CONSULTING FEES.".

APPENDIX 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Rancho Santa Margarita or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Rancho Santa Margarita public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this _____ day of _____, 2019, at _____, California.

_____

Signature of Authorized Representative

_____ _____

Name of Authorized Representative Title of Authorized Representative

APPENDIX 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR CONSULTING SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Consulting Services (Appendix 5) and hereby accepts all conditions and requirements as contained therein.

Consultant: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

This executed form must be submitted with proposal.

APPENDIX 3

CERTIFICATION OF PROPOSAL TO THE CITY OF RANCHO SANTA MARGARITA

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal, and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

H) The proposal response includes all of the commentary, figures and data required by the Request for Proposal, dated **April 5, 2019.**

I) The proposal shall be valid for 120 days from the due date of this RFP.

Name of Proposer:_____

By:_____
(Authorized Signature)

Type Name:_____

Title:_____

Date:_____

APPENDIX 4

SCHEDULE OF CONSULTING FEES.
TABLE 1
Annual Fee Amount

IT Consulting Support Services	19/20	20/21	21/22
Network, Desktop and remote support (per hour)			
Annual Contract Not-to-Exceed (based on eight (8) hours per day, two (2) times a week onsite)			
Additional Fees: Emergency services (after hours/weekends) per hour Please include hourly minimum and/or travel fees			

APPENDIX 5

SAMPLE CONSULTING SERVICES AGREEMENT

CONSULTING SERVICES AGREEMENT
Peckham & McKenney, Inc.
(*Executive Search, Recruitment and Employment Consulting Services)*

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 13st day of May 2019, by and between the CITY OF RANCHO SANTA MARGARITA, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and PECKHAM & MCKENNEY, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, executive search, recruitment, and employment consulting firm to provide executive search and employment services to City for the currently vacant Human Resources/Risk Management Administrator position (the "Project").

B. Consultant has submitted to City a proposal, dated _____, 2019, to provide professional executive search, recruitment and employment consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or specialized expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional executive search, recruitment and employment consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated _____, 2019, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement,

SAMPLE

Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original _____, 2019 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest,

SAMPLE

which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq*., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any Work and/or Services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

SAMPLE

1.10 Consultant Work Rules. Consultant shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for consultants as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the Work and Services to the City pursuant to this Agreement, as may be updated and/or amended at the sole discretion of the City Manager from time to time.

1.11 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Twenty Four Thousand Five Hundred Dollars ($24,500.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not

included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Rancho Santa Margarita City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect until the Project is completed.

[-OR- ...shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2019, and ending on June 30, 2022, unless extended by mutual written agreement of the Parties.]

SAMPLE

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Bobbi Peckham, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Sevices subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this

SAMPLE

Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars ($1,000,000.00) per occurrence, two million dollars ($2,000,000.00) in the general aggregate, and one million dollars ($1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars ($1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars ($1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for

SAMPLE

the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 **Insurance Endorsements**. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 **Deductibles and Self-Insured Retentions**. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

SAMPLE

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this

SAMPLE

Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 **Other Insurance Requirements**. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

SAMPLE

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be

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considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any

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subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard

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to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Rancho Santa Margarita
Attention: City Manager
22112 El Paseo
Rancho Santa Margarita, California 92688
Telephone: (949) 635-1800
Facsimile: (949) 635-1667

To Consultant: Peckham & McKenney, Inc.
Attention: Bobbi Peckham, President
300 Harding Boulevard, Suite 106E
Roseville, California 95678
Telephone: (866) 912-1919
Cell: (916) 730-2014

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

SAMPLE

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

SIGNATURE REQUIREMENTS --

For Consultants that are a corporation, two (2) Corporate Officers must sign and staff may request that a copy of their corporate resolution confirming the names and titles of their authorized signatories be provided to the City in advance for review and approval, and the signature requirements are as follows:

1) *One signature by the Chairman of the Board, the President, or the Vice President,*

-And-

2) *One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.*

For Consultants that are not a corporation, signature requirements are as follows: the person who has authority to bind the business entity must sign.

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IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
City of Rancho Santa Margarita,
a California municipal corporation

JENNIFER M. CERVANTEZ,
City Manager

ATTEST:

(SEAL)

AMY DIAZ,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
Peckham & McKenney, Inc.,
a California corporation

By:
Bobbi Peckham, President

By:

SAMPLE

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

DATED: _____, 2019

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES