



City of Placerville

# Supplemental IT Services Request for Proposal

**RFP COORDINATOR:**

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**Proposal Due Date: Tuesday October 20, 2021 @ 5:00 PM**

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## **1. Introduction**

The City of Placerville Information Technology Division (City) desires to retain well-qualified professional and technical consultants to provide a variety of IT services to the City including maintenance, administration, and support of the City's data and storage networks, network security systems, physical server systems, directory services, backup and disaster recovery systems, and various other components of the City's technology infrastructure. The contract(s) for these services may be awarded to one or more contracting agencies, for a duration of 1 year.

### ***1.1 Background***

The City of Placerville is located in El Dorado County and serves an area of approximately 6 square miles with a population of approximately 11,000. The City was incorporated in 1854, and operates under the Council Manager form of government. The City's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. The Fiscal Year 2021-2022 Operating Budget is \$21,225,803.

The City of Placerville Information Technology Division provides technology services and support to all City departments including the City Manager's Office, Development Services, Finance, Human Resources, Public Works, Engineering, Community Services, and the Police department.

Due to a consistently high volume of technology projects, the City seeks to utilize contractors to assist with the maintenance, administration, and support of its technology infrastructure and to work on other various technology integration projects. The City will require the Contractor to provide on-call Emergency response service every other weekend, and every other week after hours between the hours of 6:00 pm and 6:00 a.m. Estimated number of call outs on nights and weekends should be minimal, 3 or less per month. In addition, the City anticipates using contractor on special projects as needed. Occasionally, the City will require additional assistance based on the size and scope of current projects. Some of the work may need to be performed in the evenings or on weekends to limit disruption of maintenance activity and upgrades on Public Services and City staff. The City requires that participating technology service providers are able to provide assistance with emergencies which may occur during or after business hours on short notice. In general, the work requires skills and knowledge at the senior-engineer level, with a broad range of experience in technologies listed in the Technology Environment Overview section of this RFP. In addition, any contractor employee assigned to work with City, shall be required to complete a background check with the Placerville Police Department.

### ***1.2 Purpose***

The purpose of this RFP is to obtain information about your company including the technology consulting services your company provides, the skills and expertise of your recommended

consultants, and the rates and fees for service. The City seeks proposals demonstrating a broad range of technical experience and the ability to provide the requested professional services. The City will use the information provided in your response to evaluate technology service provider options for the City.

## **2. TECHNOLOGY ENVIRONMENT OVERVIEW**

The information provided in this section is intended to help you determine how well your company's services and technology consultant's skillsets align with City needs, and identify which technology services and consultants at your company to highlight in your response.

### **2.1 City Size And Office Locations**

The City employs approximately 81 full time staff and up to 50 seasonal workers. City office locations supported by the Information Technology Division are listed below:

**Information Technology Division Primary Office Location:**

City of Placerville City Hall Building  
3101 Center St. 4<sup>th</sup> Floor, Placerville, CA 95667

Placerville Police Station  
730 Main Street, Placerville CA 95667

City of Placerville Town Hall Building  
549 Main Street, Placerville, CA 95667

City of Placerville Public Works Department  
3231 Big Cut Road, Placerville, CA 95667

City of Placerville Water Reclamation Facility  
2300 Cool Water Creek Road, Placerville CA 95665

Placerville Aquatic Center  
3071 Benham Street

Gold Bug Park and Mine  
2635 Gold Bug Lane

### **2.2 Hardware And Software Solutions Sample**

The list below is a sample of hardware and software solutions requiring support at the City but it is not comprehensive. The City supports a wide variety of technology solutions and consultants need broad experience and knowledge to be successful in this environment.

### **Network Routing & Switching**

- Ubiquiti and Cisco switches
- Cradelpoint and Cisco routers
- Ubiquiti UniFi wireless networking

### **Physical Server Systems**

- Dell R540 servers

### **Cloud Based Applications**

- The Activenet Recreation Software
- Centralsquare NaviLine Financial Software

### **Microsoft Environment:**

- Microsoft Windows Server
- Microsoft Active Directory & Group Policy
- Microsoft DNS, DFS, DHCP, KMS
- Domain synchronization with O365 tenant and other cloud based applications.
- Microsoft Windows File and Print Services

### **Security**

Sentinal One AntiVirus  
Sonicwall TZ500 Firewall  
Netmotion VPN  
Arbitrator Camera System

### **Phone and Voicemail Systems**

- Centrex phone system
- ⊖ Voice over IP Phone System

### **Remote Access / VPN**

- SonicWall Global VPV
- NetMotion Mobility XE

### **Backups and Disaster Recovery**

- Veritas Backup software with Dell RD1000 media drives

### **Workstations and other Devices**

- Dell Laptops
- Dell Workstations

### **Print Services**

- Kyocera, Xerox and HP laser printers

## **3. SCOPE OF SERVICES**

This professional services contract will enable the City of Placerville to obtain technical assistance with projects both on a regular scheduled basis, and on an as-needed basis from the selected consultants. At its discretion, the City of Placerville intends to select one or more firms with whom the City of Placerville will contract for services.

Successful proposals will demonstrate the service provider is able to provide a broad range of specialized information technology services and staff to complete projects and tasks issued by the City of Placerville including, but not limited to senior-level engineer services. Proposals should identify a project manager who will oversee the work to be performed for the City.

The projects and tasks may include, but are not limited to:

- Windows server administration and upgrades.
- Active Directory and Group Policy administration and support.
- Network equipment administration, support, and upgrades.
- Firewall and security system administration, support, and upgrades.
- Storage system and storage area network administration, support, and upgrades.
- Enterprise antivirus solution administration and upgrades.
- Backup and disaster recovery solution administration and upgrades.
- Patch management solution administration and upgrades.
- Server and network design and provisioning to support new technology solutions.
- Provide support for a wide variety of enterprise and department based hardware and software applications.
- Provide emergency support both during and after business hours when needed.
- Act as City's liaison for cloud hosted applications.
- Make recommendations for replacement of network hardware and software.

The scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work when necessary to ensure a more successful completion of work.

#### **4. RFP REQUIREMENTS**

In order to be considered, please provide the following information in your proposal:

- 1) Provide responses to the RFP Questionnaire (Attachment A) which includes a review and acceptance of the terms contained within the City's standard Consultant Services Agreement (Attachment B).
- 2) Submit THREE (3) spiral bound color copies of the proposal and one digital copy of the proposal. The sealed RFP package should be delivered via one of the many services available or hand delivered to:

**City of Placerville  
3101 Center St. 4<sup>th</sup> Floor  
Placerville, CA 95667  
Attn: Regina O'Connell, City Clerk**

For questions please contact:

**Regina O'Connell, City Clerk  
City of Placerville,  
Phone: (530) 642-5200  
Email: [roconnell@cityofplacerville.org](mailto:roconnell@cityofplacerville.org)**

A sealed RFP package must be received by the City of Placerville, on or before:

**Tuesday October 20, 2021 @ 5:00 pm**

It is the sole responsibility of the consultant to see that the submittal is received by the City before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process. Facsimile, emailed, or electronic format proposals are not acceptable. This RFP does not include provisions for any direct reimbursement of statement preparation costs. The City will not be responsible for proposals delivered to a person/location other than that specified above.

## **5. SELECTION PROCESS**

### **5.1 DISTRIBUTION AND OUTREACH**

This RFP is being distributed to a list of consultants who have expressed an interest and expertise in related areas and was also posted to the RFP section of the City website located at  
<https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid>

### **5.2 SELECTION TEAM**

The City will rate prospective consultants (firms) for this work using only objective criteria based upon the information obtained from the Proposals. The City will appoint an ad-hoc selection team (City staff) to screen proposals. The firms with the highest ranking based on

experience and qualifications as described in the Proposal to provide the required services may be invited for interviews. The proposed project manager and personnel will be requested to represent the firm at the interviews.

### **5.3 SELECTION CRITERIA**

A proposal review panel made up of City Staff will evaluate the proposals. Proposing Consultants may be contacted and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may be also contacted. The City reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

The evaluation will be based on the following criteria:

Only the information provided with the proposal, subsequent discussions/interview, reference checks and clarifications provided in writing, and the proposal's written Best and Final Offer, will be used in the evaluation process and award determination.

Proposals will be compared based upon a combination of factors, and a contract will be awarded based on the recommendation of City Staff's evaluation of the factors. More than one contract may be awarded. The factors to be considered are:

- Professional qualifications of the personnel proposed to perform the work.
- Prior experience of the consultant in providing technology services to the City and to other jurisdictions.
- Availability of the consultant to provide weekly administration and support services.
- Availability of the consultant to perform necessary services upon demand.
- Availability of the consultant to provide short-notice emergency response services.
- Location of consultant's offices providing services.
- Hourly rates and fees for service.
- Other factors City Staff may determine as relevant to the ability of the applicant to perform the required services.

### **5.4 SELECTION PROCEDURE**

Consideration of a prospective consultant's (firm's) proposal will be made only if the prospective consultant meets all the minimum requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the firm (or firms) that present the best qualifications and which will best accomplish the desired results for the City.



Any consultant (firm) deemed not qualified, or consultants (firms) who's rating changes sufficiently to disqualify them, will be notified in writing. No consultant shall have the right to an appeal based upon an incomplete or late submission of the proposal.

Request for Supplemental Information: The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

Questions: All questions regarding this solicitation should be directed to the City Representative listed. Do not attempt to contact City members regarding yours, or anyone else's proposal. All information will be made known only in writing. The City Representative is Regina O'Connell, who can be reached by telephone at (530) 642-5200, or by email at: roconnell@cityofplacerville.org.

Incomplete Proposals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Proposal will not be considered.

Rejection of Submitted RFP: Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

The City reserves the right to waive minor irregularities in the proposal format.

The City reserves the sole right to evaluate the proposals and reject any or all RFPs.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants.

Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

Any attempt to improperly influence any member of the selection staff;

Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City;

Evidence of incorrect information submitted as a part of the proposal;

Evidence of consultant's inability to successfully complete the responsibilities and obligations of the proposal; and

Consultant's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting proposals declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Placerville in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Placerville will receive compensation, directly or indirectly, from the consultant, or from any officer, employee or agent of the consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

## 6. KEY DATES

Below is a general timeline outlining the process steps with estimated dates for each step of the RFP process. By participating in the RFP process, consultants agree that they can adhere to the following general timeline and the meeting times they reserve through this process.

Task	Completion Date
RFP Distributed to Contractors	September 29, 2021
Responses Due from Contractors	October 20, 2021
Finalist Presentations	Week of October 25, 2021
Contractor Selection / Award Contract	November 9, 2021
Contractor Target State Date	November 22, 2021

## Attachment A

### RFP Questionnaire

Please provide the following information about your company.

#### **1.0 Company Profile**

- 1.1 Company name
- 1.2 Company headquarter address
- 1.3 Company telephone number
- 1.4 Company fax number
- 1.5 Company website address
- 1.6 Year company established
- 1.7 Contact information for person responsible for responding to this RFP.
- 1.8 Contact information for primary contacts within the company including the owner or Chief Executive Officer, the Chief Financial Officer, and the Chief Information Officer or head of engineering or operations. Include the name, title, telephone number, and e-mail address for each contact.
- 1.9 List the main products and services your company provides.
- 1.10 Specify the number of years your company has provided the services and support requested in the RFP.
- 1.11 What market sectors represent the bulk of your customers?
- 1.12 List the technology services and support relevant to this RFP your company has provided or currently provides to California municipalities or other similar government jurisdictions including the City of Placerville. Provide dates, name of municipality, and the scope of services provided.
- 1.13 How many employees work for your company?
- 1.14 How many employees work in account management?
- 1.15 How many employees provide technology consulting services and support?
- 1.16 How do you recruit and retain talented technology professionals at your company?
- 1.17 What is the average number of years your technology staff has been employed by your company?
- 1.18 What technology training opportunities are made available to your technology staff on an annual basis?
- 1.19 Provide a listing of vendor certifications held by your technology staff.
- 1.20 Why do you believe your company and its technology staff are a good fit with the City of Placerville?
- 1.21 What do you feel your company's strengths are that differentiate you from your competitors?
- 1.22 What is your onboarding process when providing supplemental IT services to a new

customer?

1.23 Outline the methods by which clients can access you during normal business hours (i.e. online, by phone, etc.).

1.24 What is your process for customers to request emergency support both during business hours and after hours?

1.25 How do you ensure staff are available to handle after-hours emergencies?

1.26 How do you handle a situation where you need to pull staff from one customer in order to handle an emergency for another customer?

1.27 Is documentation and training a regular part of the work performed for your customers? What types of documentation and training do your technology staff typically provide?

1.28 What is the back-end help desk system you use to accept support or project requests from customers?

1.29 How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?

1.30 Provide a fee schedule which includes rates and/or fees for work performed during and after normal business hours (8:00 AM – 5:00 PM M-F), and also rates and fees for emergency response and emergency after hours response including weekends.

1.31 Please provide at least three references for customers with similar operations to the proposed solution. Include contact names, phone numbers, email addresses and industry.

1.32 Please provide any other information you feel should be considered in our evaluation.

Please provide the following information for each account manager or technology consultant that may be assigned to perform services for the City of Placerville.

## **2.0 Staff Profiles**

2.1 Name

2.2 Years of experience providing Information Technology account management, project management, or consulting services.

2.3 College degree

2.4 Technology vendor certifications obtained

2.5 Areas of expertise

### **3.0 City Contract for Services Review**

3.1 Please indicate that you have reviewed the City's template Contract for Services and provide a brief statement acknowledging the consultant's willingness to accept the City of Placerville standard Contract for Services without modifications (Attachment B).

3.2 Provide a statement that the consultant (firm) can and is willing to obtain the minimum scope and limits of insurance contained in the agreement.

### **4.0 Cost Proposal**

4.1 Provide the Hourly cost for work performed during normal business hours, 8:00 a.m. – 5:00 p.m. Monday – Friday.

4.2 Provide the Hourly cost for work performed after normal business hours, as defined above.

4.3 Provide the Hourly cost for work performed on weekends for planned work tasks.

4.4 Provide the Hourly cost for work performed for emergency call outs on weekends.

4.5 Provide the Hourly cost for work performed on Federal Holidays. Provide a list of all holidays that apply.

4.6 Provide the Hourly cost for work performed on holidays, as defined above, for emergency call outs.

4.7 Provide the cost, if any, for on-call status for after normal business hours, on weekends and on holidays when assigned. On call status is defined as having a person available to respond within one hour of an emergency call for service.

## Attachment B

The following template Contract for Services is provided for reference only and is subject to change without notice.

### CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, by and between the CITY OF PLACERVILLE a municipal corporation ("City"), and

[NAME OF CONTRACTOR]

[INSERT ADDRESS, PHONE AND EMAIL]

"Contractor" who mutually agree as follows:

#### 1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Placerville City Council, as required by the Placerville Municipal Code or other local law or policy.

#### 2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the total sum of \$\_\_\_\_\_. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the final billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;
- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees,

liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

### **3. FACILITIES AND EQUIPMENT**

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

### **4. TERM OF CONTRACT**

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in full force and effect for one (1) year, unless sooner terminated or extended as provided herein.

B. The services of Contractor are to commence upon execution of this Contract by the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit B.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 7.

### **5. SUSPENSION/TERMINATION:**

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement.



Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

## **6. INDEPENDENT CONTRACTOR**

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

## **7. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

## **8. EXTENSIONS OF TIME**

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

## **9. PROPERTY OF CITY**

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein

whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

#### **10. COMPLIANCE WITH ALL LAWS:**

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

#### **11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR**

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid

certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any

expenses thereby incurred.

## **12. SUBCONTRACTING**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

## **13. ASSIGNABILITY**

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

## **14. INTEREST IN CONTRACT**

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies

Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

## **15. MATERIALS CONFIDENTIAL**

To the extent permitted by law, all of the materials prepared or assembled by Contractor

pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

## **16. LIABILITY OF CONTRACTOR-NEGLIGENCE**

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

## **17. INDEMNITY AND LITIGATION COSTS**

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

## **18. CONTRACTOR TO PROVIDE INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **A. Minimum Scope and limit of Insurance**

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether

or not the City has received a waiver of subrogation endorsement from the insurer.

**5. Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**6. Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**7. Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**8. Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**9. Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**19. GENERAL/MISCELLANEOUS PROVISIONS:**

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.



E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

City of Placerville  
3101 Center Street  
Placerville, CA 95667

Email:

Copy to: City Attorney  
City of Placerville

3101 Center Street  
Placerville, CA 95667

Email: [roconnell@cityofplacerville.org](mailto:roconnell@cityofplacerville.org)

Contractor:

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in El Dorado County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

**I. Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

**J. Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

**K. Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CITY OF PLACERVILLE

By: \_\_\_\_\_  
M. Cleve Morris, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mona Ebrahimi, City Attorney

ATTEST:

By: \_\_\_\_\_  
Regina O'Connell, City Clerk

CONTRACTOR

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_,

## EXHIBIT A

### Contractor Proposal/Scope of Work

Contractor will provide Information Technology (IT) services to the City of Placerville. Examples of projects for which the City may require assistance are listed below:

- Windows server administration and upgrades.
- Active Directory and Group Policy administration and support.
- Network equipment administration, support, and upgrades.
- Firewall and security system administration, support, and upgrades.
- Storage system and storage area network administration, support, and upgrades.
- Enterprise antivirus solution administration and upgrades.
- Backup and disaster recovery solution administration and upgrades.
- Patch management solution administration and upgrades.
- Server and network design and provisioning to support new technology solutions.
- Provide support for a wide variety of hardware and software applications.
- Provide emergency support both during and after business hours when needed.
  - Maintenance of Digital Parking Pay Stations.

## EXHIBIT B

### Schedule of Performance

#### **Project Requirements & Obligations**

- City will provide contractor with access to facilities and computer systems as required to complete assigned projects.
- City will make reasonable facilities accommodations available to contractor. These accommodations may include a desk/cubicle, voice telephone, computer, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- For engagement activities that will be performed remotely, City will provide remote access to required resources when available.
- City will provide information on its data network and computer systems required to complete projects.
- City will provide the level of administrative access to information technology systems required to complete assigned tasks.
- City will make appropriate internal IT staff available with relevant domain, business, and/or technical expertise as required to complete projects.
- The City will provide contractor with required licensed software.
- The City will provide contractor with access to vendor support resources under active maintenance and support agreements if needed.
- If work is to be performed during business hours, City understands and accepts the risk of an outage.

#### **Standard Work Hours**

All work will be performed during standard business hours, Monday – Friday between 8:00 a.m. and 5:00 p.m. Pacific Time Zone except for after hour and weekend emergency response as noted, unless otherwise agreed upon. The work schedule will be determined upon execution of the contract.

Schedule for Completion Project resources will be assigned within 15 days from Contractor's receipt of this fully-executed Contract for Services.

Subject to City fulfilling its obligations under the Scope of Work, Exhibit A, and this Schedule of Performance, Exhibit B, Contractor shall complete the services by \_\_\_\_\_.

## EXHIBIT C

### Schedule of Fees

This contract is not to exceed \$\_\_\_\_\_.

Absent amendment of this Agreement, assignments will not exceed 20 hours of work over an \_\_\_\_\_ week\month period (averaging \_\_\_\_ hours per week) and the rate for services shall not exceed \$\_\_\_\_\_ per hour inclusive of travel and expenses and applicable taxes during normal business hours.

Work performed outside of regular business hours including emergency response services will be billed at a rate not to exceed \$\_\_\_\_\_ per hour inclusive of travel and expenses and applicable taxes during normal business hours.

Contractor will invoice the City on a monthly basis, which shall be paid by City in accordance with the provisions of Section 2D of this agreement.

Contractor will assign a Project Manager to direct and control the work of its staff assigned to provide services for the City. Contractor will set the work hours, work schedules, and compensation for its staff. No single employee of Contractor will be assigned to work more than 960 hours on projects for the City of Placerville during a fiscal year, and Contractor will immediately notify the City if any of its staff assigned to a City project is a CalPERS member.