

*Request for Proposals*

# **Information Technology Support Services**

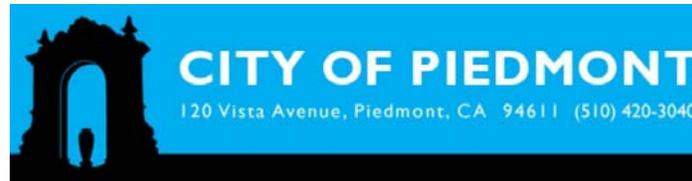
*Date Released: August 2, 2016*

**Date Due: Friday, September 2, 2016**

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*Request for Proposals:*  
Information Technology Support Services



City of Piedmont

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1. Introduction

1.1. General Information

1.1.1. City of Piedmont is requesting proposals from qualified Contractors (Contractor) for Information Technology (IT) Support Services for the City's information systems (hardware, software and connectivity). The City desires to establish a two year contract with the selected Contractor with an option to renew for up to three additional one year terms subject to mutually agreeable pricing modifications and service performance. Pricing shall be firm and fixed for the term of the initial contract. All prices to be in U.S. dollars.

1.1.2. CONTRACTOR REGISTRATION / CONTACT INFORMATION

1.1.2.1. In order to be assured that all proposers receive any updates or clarifications issued, Contractors are requested to register with the City, by providing the information below:

- 1.1.2.1.1. City of Piedmont – Information Technology Strategic Plan RFP
- 1.1.2.1.2. Firm Name
- 1.1.2.1.3. Contact Person Name and Title
- 1.1.2.1.4. Mailing Address
- 1.1.2.1.5. Email Address for Contact Person
- 1.1.2.1.6. Telephone Number
- 1.1.2.1.7. FAX Number

1.1.3. You may forward the information above by either email or FAX to:

1.1.3.1. Via email: [jtulloch@ci.piedmont.ca.us](mailto:jtulloch@ci.piedmont.ca.us);

1.1.3.2. or via fax: Attn: John Tulloch Fax #: 510-653-8272

1.1.4. NOTE: If you have not received a registration confirmation email response to your email or Fax registration within two business days then please contact John Tulloch at (510) 420-3041 to confirm the receipt of your registration.

1.1.5. There is no expressed or implied obligation for City of Piedmont to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

1.1.6. To be considered, three (3) copies of a proposal must be received by John O. Tulloch, City Clerk/IS Manager at 120 Vista Avenue Piedmont, CA 94611,

to the office listed above on or before 4:00 p.m., on Friday, September 2, 2016. The City reserves the right to reject any or all proposals submitted.

- 1.1.7. The City requires submission of the proposal in both hard copy and electronic formats as described in Section 3.12.
- 1.1.8. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Contractors, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- 1.1.9. The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between City of Piedmont and the firm selected.
- 1.1.10. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council. The City reserves the right to reject any or all proposals, to waive any non-material irregularities of information in any proposal, and to accept or reject any items or combination of items.

1.2. Definitions:

- 1.2.1. Consultant: The City has retained ClientFirst Consulting Group to provide interim IT expertise and management during the transition from the existing IT delivery model to the IT delivery model encompassed in this RFP. The IT Master Plan that ClientFirst assisted the City in developing can be found at:  
[http://www.ci.piedmont.ca.us/html/govern/staffreports/2015-10-19/it\\_strategic\\_plan.pdf](http://www.ci.piedmont.ca.us/html/govern/staffreports/2015-10-19/it_strategic_plan.pdf).
- 1.2.2. Contractor: The firm that will be retained as a result of this RFP. The firm will, after a suitable transition, provide the City will full IT services for the duration of the contract.

2. Requirements and Scope of Services

2.1. Background

- 2.1.1. The City of Piedmont is a community of approximately 11,000 residents located in the beautiful Oakland Hills overlooking San Francisco Bay. The community, which is virtually built out, consists of established, quality single-family homes on quiet, tree-lined streets. Although the City has a small commercial district, Piedmont is almost entirely zoned for single-family dwelling residential use and relies primarily on property and voter-approved parcel taxes.
- 2.1.2. Piedmont is a full-service charter city operating under a City Council/Administrator form of government. Five Council members are elected at-large on a nonpartisan basis to staggered, four-year terms. The Council elects a mayor and vice-mayor from among its members, and City officials are appointed by the City Council. The departments within the City include Administration, Public Works, Police, Fire and Recreation. The City also operates KCOM-TV, a government/educational access station. The City employs approximately 94 full-time employees, operates with an annual budget of \$23.2 million, and enjoys an outstanding team of public servants that prides itself on delivering quality and customer-focused services to the community.

2.2. Staffing

2.2.1. The IT function is staffed by the City Clerk/IT Manager and several individual contractors. City Council adopted an IT Master Plan in November, 2015. Current staffing levels are:

2.2.1.1. Insufficient to support the day to day support needs of the organization

2.2.1.2. Unable to resolve the backlog of projects recommended by the IT Master Plan

2.2.2. The City intends to retain the services of a third party IT consultant. The Consultant will to assist in the transition from the current IT arrangement to new, Best Practices method for the delivery of IT services.

2.2.2.1. The City expects the existing IT contractors will be available for knowledge transfer and questions and answers related to the current environment.

2.3. Network

2.3.1. The current environment is defined in the attached IT Master Plan. The network is undergoing an upgrade to include:

2.3.1.1. Point to point leased Ethernet connections to Public Works and Parks and Recreation.

2.3.1.2. Increased internet bandwidth

2.3.1.3. New HP PoE+ network switches with a revised VLAN and IP subnet design.

2.4. Electronic Mail

2.4.1. The electronic mail system will be upgraded to Microsoft 365 prior to the award of this contract. Email archiving will be done locally. The existing mail server will be decommissioned.

2.5. Key Services

2.5.1. Key services and systems include, but are not limited to:

2.5.1.1. Under the general direction of the City Clerk/IT Manager and the City's Consultant, act as the City's IT function

2.5.1.2. Responsibility for the Help Desk and day to day IT Support

2.5.1.3. Assistance with project management for the projects outlined in the IT Master Plan and other priority projects to be defined by the City

2.5.1.4. Attendance at monthly IT Steering Committee meetings

2.5.1.4.1. Presentation of Help Desk metrics and discussion of Help Desk related issues

2.5.1.4.2. Deliver IT project status reports and provide advice on next steps

2.5.1.5. Local and Wide Area Network Connection Security and Continuity

2.5.1.6. Application, File, and Print Server Services and Security

2.5.1.7. Backup, Security and Continuity of City Data

2.5.1.8. Email Security and Continuity with Office 365 Federated Environment

2.5.1.9. Internet Access, Security, Monitoring, and Filtering

2.5.1.10. End-Point Security, Management, Installation and Monitoring (All hardware)

2.5.1.11. Public Safety Computer Aided Dispatch and Records Management Systems, including secure links to state and federal databases.

2.6. Scope of Services

- 2.6.1. The successful contractor will serve as the City's IT staff for the duration of the contract. Under the direction of the City's designated IT Management team, the successful contractor will be responsible for all facets of the IT function. Initially, the City's IT Consultant will be responsible for the establishment of a Best Practices Governance Model and project prioritization. The successful contractor will be able to perform the functions of a typical IT staff including Help Desk and IT Support, on call services for emergencies during or after normal business hours, project related work and subject matter expertise for complex, difficult to solve issues. Under the direction of the IT Manager and the City's designated Consultant, the winning contractor will:
- 2.6.1.1. Provide wide-ranging IT professional services on-site on an as-needed basis, including Help Desk support and project related work.
  - 2.6.1.2. Provide support during normal business hours: M – Fri 7:30 a.m. to 5:30 p.m. Services can be provided remotely in certain circumstances.
  - 2.6.1.3. Emergency support as needed 24/7/365, both remotely and/or on-site as necessary, guaranteeing a two-hour response time for emergency situations (generally Public Safety related).
  - 2.6.1.4. Provide expert level troubleshooting for difficult problems as well as replacing, upgrading, or implementing complex systems that require a high degree of expertise.
  - 2.6.1.5. Coordinate problem resolution with third party vendors when necessary. Note: Application specific issues will be the responsibility of the Department.
  - 2.6.1.6. Assist with management of core infrastructure systems such as: Server monitoring and maintenance; Server backups; Folder Replication; Firewall administration; end-point antivirus; Spam control.
  - 2.6.1.7. Perform repairs and essential maintenance of PCs and Servers, including updates of hardware and software.
  - 2.6.1.8. Monitor network security, usage, and perform necessary system maintenance.
  - 2.6.1.9. Document information system processes and procedures.
  - 2.6.1.10. Assist users with operational problems.
  - 2.6.1.11. Coordinate problem-solving with software vendors, contact support hotlines to resolve problems, as needed.
  - 2.6.1.12. Perform project related work as requested.
  - 2.6.1.13. Update the City's designated contact and the City's IT Steering Committee on the status of open projects and any Help Desk issues.
  - 2.6.1.14. Participate in the City's annual IT planning and budgeting process.
- 2.6.2. The contractor will be expected to provide the City Help Desk, Support and Project Implementation assistance on a full time basis (1920 hours) during the initial twenty-four months of the contract period. In year three, we expect the requirement for support to decrease to 1,200 hours.

**2.7. Time and Materials Assistance**

2.7.1. During the period of this contract, the contractor may be requested to perform certain work efforts that will be considered Time and Materials assistance. Such work efforts will be billed on a Time and Materials basis at the rate specified in the contract. Detailed invoicing with start time, stop time, assigned resource(s) and description of work will be provided by the contractor for all time and materials work.

2.7.1.1. Any time and materials work efforts deemed significant by the City will require a minimum of a work plan detailing expected hours required for successful completion.

**2.8. FY 2016-17 Projects**

2.8.1. In addition to the IT Support needs of the City outlined above, the following projects will be undertaken during FY2016-17. The contractor's role in each project and project priorities will be determined by the City, primarily through the IT Steering Committee. Priorities may change during the course of the year. For each project, once the contractor role has been defined to the satisfaction of the City and the Contractor, the Contractor will be expected to submit a work plan outlining hours required to perform the work and expected fees. It is expected that the contractor will utilize the full time desktop support capabilities as outlined above to reduce overall project costs. The work plan will be submitted in writing to the City and approved in writing by authorized City staff. The City may elect to procure hardware and software for each project separately.

Title	Description	Expected Project Lead
Computer Replacement	Replace desktops and laptops	Contractor
Server Replacement and AD Upgrade	Create new VMWare 6, VMotion environment capable of supporting the majority of central computing needs including Active Directory, file, print, applications, database systems	Contractor
Switch upgrades	Replace non-managed switches	Contractor
Help Desk Ticketing	Implement SpiceWorks for Help Desk ticketing	Contractor
Microsoft 365	Create Microsoft 365 accounts and administer	City
Backups	Create revise backup methodology to include disk-to-disk to cloud with cloud-based Disaster Recovery	Contractor
Email Archiving	Implement email archiving system. Convert existing email to archiving system	Contractor

2.8.2. In addition to the Desktop Support hours expected in 2.6.2 above, during FY16-17 the City expects to add 535 hours of Network Engineering time to be provided by the contractor in order to complete the above projects.

2.9. FY 2017-18 Projects

2.9.1. The following projects will be undertaken during FY2017-18. The contractor’s role in each project will be determined by current staff availability and expertise. For FY 2017-18 projects, once the contractor role has been defined to the satisfaction of the City and the Contractor, the Contractor will be expected to submit a work plan outlining hours required to perform the work and expected fees. The work plan will be submitted in writing to the City and approved in writing by authorized City staff. The City may elect to procure hardware and software for each project separately.

Title	Description	Expected Project Lead
Computer Replacement	Replace desktops and laptops	Contractor
Website Replacements	Upgrade the existing website	TBD
EOC Technology	Upgrade the technology available in the Emergency Operating Center	Contractor
Network Management	Implement SpiceWorks, What’s Up Gold or similar platform for alerts, alarms and management of the network	Contractor
Two Factor Authentication	Two factor authentication for Police mobile computing and remote network access to public safety systems.	Contractor
Wireless	In-building and Piedmont Park wireless	Contractor

3. Proposal Requirements and Contents

The proposals submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the Contractor wishes to include should be included in an appendix to the proposal.

3.1. Section 1 – Introduction

3.1.1. The letter of transmittal shall, at a minimum, contain the following:

- 3.1.1.1. Identification of the contractor, including business name, address and telephone number.
- 3.1.1.2. Name, title, address, telephone number, fax number, and email address of a contact person during the period of proposal evaluation.

3.1.1.3. A statement that the proposal shall remain valid for a period of not fewer than 90 days from the due date for proposals.

3.2. Section 2 – Qualifications, Related Experience and References

- 3.2.1. This section should establish the ability of the contractor to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references.
- 3.2.2. Furnish background information about the contractor, including, but not limited to, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), years in business, etc. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the ability to perform contractually.
- 3.2.3. Describe the most noteworthy qualifications for providing the required services. Specifically highlight those qualifications that distinguish the contractor from competitors, including familiarity with the City's existing software and systems..
- 3.2.4. List other California public agencies to which contractor has provided IT support services and project management. Public entities should be highlighted. Include client names, addresses, and telephone numbers. Not-for-profit references will also be considered valid.
- 3.2.5. All staff included in the contractors proposal must be capable of passing City background checks, which will be administered by the City.
- 3.2.6. When working on police related systems all staff and contractor will be subject to CJIS and CLETS Information Security Requirements.

3.3. Section 3 – Technical Approach and Staffing

- 3.3.1. This section should establish the contractor's understanding of the City's objectives, ability to meet the objectives, and provide a concise plan for how this will be accomplished. Particular attention should be given to how the contractor will approach becoming familiar enough with the infrastructure and core systems to function effectively as a substitute for staff when unavailable.
- 3.3.2. Discuss the staff who would be assigned to service the City's account, their projected levels of work, and their reporting relationships. Describe whether the staff assigned to the City would be dedicated or shared with other clients Staff will require background checks in order to work with the systems..
- 3.3.3. Describe how emergency response will be handled.
- 3.3.4. Subcontracting
  - 3.3.4.1. The selected contractor shall be solely responsible for the performance and management of all subcontractor relationships. No more than 33% of the work effort required of the contractor by the City shall be subcontracted.
  - 3.3.4.2. The selected contractor is required to disclose the use of subcontractors for each project prior to undertaking the project.
  - 3.3.4.3. This contract allows subcontracting assignments; however, the contractor assumes all responsibility for services performed by a subcontractor. The proposal shall disclose and briefly describe the use of sub contractors including the specific scope of work.

3.4. Section 4 – Fees

- 3.4.1. This section should disclose all charges to be assessed to the City for the services.
  - 3.4.1.1. The City wishes to enter into a two year fixed fee contract for the number of hours outlined above.
  - 3.4.1.2. The City, at its sole discretion, may wish to enter into up to three additional one year contract extensions.
    - 3.4.1.2.1. Please outline any fee increases during the optional extension years.
  - 3.4.1.3. Contractor staff performing such services must be qualified and trained to do so by the contractor.
  - 3.4.1.4. The City will not tolerate “learning on the job” and expects all contractors to be fully trained and experienced in the subject matter prior to undertaking any project on behalf of the City.
  - 3.4.1.5. Provide appropriate rate schedule that would be utilized to carry out the required services. Include an hourly rate schedule and applicable administrative fees, if any.
    - 3.4.1.5.1. Use of a single blended rate is acceptable.
  - 3.4.1.6. Indicate how transportation/travel expenses, if any, will be billed.
  - 3.4.1.7. The City will accept alternative pricing proposals.

3.5. Section 5 – Conflicts of Interest

- 3.5.1. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor, management, or employees of the Contractor or other persons relative to the services to be provided. If a Contractor has no conflicts of interest, include a statement to that effect in the proposal.

3.6. Section 6 – Contract Provisions

- 3.6.1. A copy of the City’s Professional Services Agreement is attached as Attachment A. Any exceptions to the terms in Attachment A shall be set forth in the proposal or the proposing firm shall be deemed to have accepted those terms. Please note the City will not change any indemnification language.

3.7. Section 7 – Proprietary Information

- 3.7.1. Contractors submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become the property of the City once submitted.

3.8. Section 8 – Signatures

- 3.8.1. The proposal shall be signed by an official authorized to bind the Contractor and shall expressly state that the proposal is valid for 90 days.

3.9. Time Requirements

- 3.9.1. The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the City reserves the right to modify the activities, time line and any other aspect of the process at

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City of Piedmont, CA

any time, as deemed necessary by City staff. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing Contractors in connection with the preparation or submission of a proposal.

- 3.9.2. The anticipated schedule is below. If it becomes necessary to change any part of this schedule, all RFP recipients will be notified.

Proposal to public	August 2, 2016
Key Facility Walk Through	August 23, 2016
Final Date for Requests for information/question submittals	August 23, 2016
Addendum Published (if necessary)	August 25, 2016
Proposal submittal deadline	September 2, 2016
Contractor Finalist Presentations (if needed)	Week of September 19, 2016
Contractor selection	September, 2016
Council award of PSA	October, 2016
Insurance submittal/Execution of PSA	October, 2016
Notice to start work	October, 2016

3.10. Key Facility Walk Through

- 3.10.1. An optional walk through will be held at City Hall at 1:00PM on Tuesday August 23, 2016.

3.11. Request for Clarification

- 3.11.1. All requests for clarification concerning the RFP shall be made in writing by Midnight on Tuesday, August 23, 2016. Responses will be in writing for the benefit of all prospective Contractors, without identification of the source of any inquiry. Written requests for clarification may be submitted by email. All requests for clarification shall be directed to:

City of Piedmont  
 Attention: John Tulloch  
 Email: [jtulloch@ci.piedmont.ca.us](mailto:jtulloch@ci.piedmont.ca.us)

3.12. Proposal Submittal

- 3.12.1. Respondents shall deliver their proposals, via both electronic and hard copy, to the following on or before Friday, September 2, 2016 at 4:00PM
- 3.12.2. Electronic Delivery: Email: [jtulloch@ci.piedmont.ca.us](mailto:jtulloch@ci.piedmont.ca.us) with copy (cc) to [pbenoit@ci.piedmont.ca.us](mailto:pbenoit@ci.piedmont.ca.us)
- 3.12.3. Hard Copy Delivery:

John O. Tulloch, City Clerk/IS Manager  
 City of Piedmont  
 120 Vista Avenue  
 Piedmont, CA 94611

- 3.12.3.1. Respondents are required to submit one signed original and two hard copies.
- 3.12.4. Proposals received after the proposal submittal deadline will not be considered. The City is under no obligation to return proposals and will not

be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given, or sent by mail or courier service. Any unauthorized contact with any other official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Contractor.

3.12.4.1. Submittal of the signed original by the date and time specified above shall be considered a timely submittal. If the signed original is submitted after the date and time specified above, the submittal may be disqualified.

3.13. Proposal Reservations

3.13.1. The City reserves the right to:

3.13.1.1. Reject any or all proposals received in response to this RFP;

3.13.1.2. Request clarification from any Contractor on any or all aspects of its proposal;

3.13.1.3. Cancel and/or reissue RFP at any time;

3.13.1.4. Retain all proposals submitted in response to the RFP; and,

3.13.1.5. Invite some, all, or none of the Contractors for interviews and further discussion.

3.14. Selection Process

3.14.1. The decision to award any contract to a particular Contractor will be based on criteria listed below. It is the intent of the City to select a Contractor that best demonstrates the ability to meet the needs of the City. No single factor will determine the final award decision.

3.14.2. The following evaluation factors will be used for the evaluation and selection of the Contractor. The order of the listed criteria is not indicative of priority or importance.

3.14.2.1. Methodology and work plan

3.14.2.2. Understanding of the scope of services

3.14.2.3. Completeness of proposal submitted

3.14.2.4. Direct experience and qualification of project team and Contractor

3.14.2.5. Information obtained from references

3.14.2.6. Geographic location

3.14.2.7. Other services provided

3.14.2.8. Cost

3.14.3. After evaluating all Proposals, and conducting interviews, if required, the City will select the Contractor to perform the services requested, finalize the agreement for execution by the parties, and notify the selected Contractor.

3.14.4. The City reserves the right to verify all information submitted in the Proposal, reject any or all Proposals, or to select the Proposal that is most advantageous to the City. The City's decision shall be final, and there shall be no obligation on the part of the City to justify its decision to select a particular Contractor.

## CONTRACT

This Contract made [REDACTED] (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, (“City”) and [REDACTED] (“Independent Contractor”).

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein [OR INSERT OTHER DESCRIPTION OF SERVICES TO BE PROVIDED].

4. Compensation

- a. City will pay the Independent Contractor the lump sum of: [REDACTED] dollars for the services described in Section 3 above. City shall issue payment within 30 days of the completion of the services described in Section 3 above.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate [REDACTED] from the Effective Date.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities while it is under Contract with City. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor. Neither termination of this Contractor nor completion of the Services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Independent Contractor shall provide City 30-day prior written notice of termination or material change in coverage and ten (10) days prior written notice of cancellation for non-payment.

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insured. Independent Contractor shall provide City with an additional insured certificate for each such insurance coverage.

- |    |  |  |
|----|--|--|
| A. | <u>Professional Liability Insurance.</u>               | \$2,000,000                                  |
| B. | <u>Worker’s Compensation Insurance.</u>                | Statutory Limits                             |
| C. | <u>Automobile Insurance</u>                            | \$1,000,000                                  |
| C. | <u>Public Liability and Property Damage Insurance.</u> | \$2,000,000<br>(single limit per occurrence) |

Independent Contractor shall notify City within one (1) business day after it has been served or notified of any claim or legal action that in any way involves Independent Contractor, and the City of Piedmont, even if the City is not named in the claim or as a defendant in any legal action, if such notification comes to Independent Contractor from any source other than the City. Independent Contractor shall also promptly provide City,

within the same time period set forth in the prior sentence, with copies of any document or information it has regarding such claim or legal action.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at [REDACTED], or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:

- (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
  - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
  - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
  - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

[INDEPENDENT CONTRACTOR]:

By: \_\_\_\_\_  
Jeff Wieler, Acting Mayor

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

Attest:

\_\_\_\_\_  
John O. Tulloch, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney  
Chad Herrington, Assistant City Attorney