



REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES

Proposal Due Date
Monday, May 20, 2013
4:00 PM

ISSUED BY

City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Dated: April 19, 2013

**CITY OF PALOS VERDES ESTATES
REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY SUPPORT SERVICES**

I. GENERAL INFORMATION

- a) The City of Palos Verdes Estates (“City”) is seeking an Information Technology (“IT”) Consulting Firm (“Consultant”) to provide technical support and maintenance services for the City’s information technology systems (“Systems”). The City is accepting proposals from qualified firms. Proposals will be evaluated on criteria, including, but not limited to, cost; understanding of requirements; stability and reliability of the firm; client references, and qualifications of individuals assigned to provide services to the City.
- b) The City considers reliable operation of its information technology systems, including network(s), workstations and email to be of utmost importance in its mission of serving the City’s residents, businesses and other customers. The selected Consultant will assist the City in determining effective use of IT resources to achieve desired results.

Objectives for the City’s information technology support services include:

- Provide quality, timely support services and technological deliverables;
 - Assist the City in identifying opportunities for cost reduction and/or operational efficiencies through use of technology, and
 - Maintain comprehensive and current information systems documentation, including central storage of all network configurations, log ons, and passwords.
- c) The City of Palos Verdes Estates is a municipality with a population of approximately 13,500 located in southern Los Angeles County. The City has a workforce comprised of 55 employees (FTE), including 38 employees in the City’s Police Department, which operates its own emergency dispatch center. Fire and paramedic services are contracted through Los Angeles County. All IT support and related services are contracted. City staff involvement is limited to contract administration; interface with the contracted vendor and assistance with procurement through the City’s Finance Department.

II. INFORMATION SYSTEMS ENVIRONMENT AND SCOPE OF WORK

- a)** The City's IT infrastructure (hardware) and software applications are provided in Appendix A to this RFP. This listing is intended to represent major systems and applications and may not be all inclusive.
- b)** The City requires Consultant support services including: installation/upgrade of new and existing hardware and software for the City's network, servers and workstations; system configurations; server management; system back-up management; "help desk" support; special projects management and strategic planning. Consultant will work closely with the Assistant to the City Manager. Consultant will also work with departments and individual users of the Systems, as needed.
- c)** Support service is primarily needed during City office hours (Monday through Friday, 8:00 A.M. – 5:00 P.M.); however, the Police Department is operational 24 hours per day. Emergency service for mission critical systems may be required at any time.

1. TECHNICAL SUPPORT AND MAINTENANCE SERVICES

- Consultant is responsible for providing IT technical support including; Network, server workstation and printer configurations; User account administration; Maintenance services, including both responsive and preventative maintenance; System backup management; and "Help-desk" support for the City's Systems.
- Consultant shall assist with coordination with any third party vendor(s) with issues that pertain to Information systems/technology issues. Consultant shall interface with such vendors, as required.
- Consultant is required to demonstrate minimum technical certification available to the City through its firm and individuals assigned to service the City's contract:
 - Member in good standing in Microsoft Partner Network (MPN):
 - Gold or Silver competency in Management & Virtualization
 - Gold or Silver competency in Messaging
 - Microsoft Cloud Partner (Office365)
 - Cisco Certified Partner

- Maintenance services must include remote support capabilities at all times and support for those mission critical services, as mutually agreed by City and Consultant, requires response within 4-hours or less.
- Services must include at least two on-site visits per month, or more if requested, at City offices located at 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274.

2. SERVER /NETWORK MANAGEMENT

- Assist with management of the entire network infrastructure (LAN and WAN), including all servers, switches, hubs, routers, modems, cabling, and data circuits. This includes network design, performance monitoring, analysis, tuning, troubleshooting, equipment configuration, testing, installation, de-installation, moves/changes and 24/7 monitoring.
- Protect the City's information from internal and external threats which include managing, and monitoring access to the City's MIS environment, system level accounts, groups, usernames and passwords, application level access and the level of access, and hardware (where applicable) and software protection systems. Identify security risks, and recommend procedures to minimize or eliminate them, including user training and awareness of security issues.
- Consultant shall maintain up-to-date information on all network and server Add/Remove/Changes and all network configurations, log ons and passwords and shall maintain all licensing agreements.

3. SYSTEM BACK-UP MANAGEMENT

- Consultant is responsible for monitoring and managing the City' existing data backing-up system(s) (see Appendix A). This includes: restoring data as requested and ensuring that data is maintained in a manner that meets the City's data retention needs.

4. "HELP DESK" SUPPORT

- Consultant is responsible for providing user "help desk" support for maintenance and management of the City's website Monday – Friday, 8:00 A.M. – 5:00 P.M., and emergency service at all other times.

5. SPECIAL PROJECTS

- During the course of a contract awarded for support services, the City may undertake special projects to further its IT capabilities (see Appendix B). The consultant awarded the support services agreement may assist the City with implementation of certain projects

by mutual agreement and separate negotiated cost or as part of the awarded contract, as indicated in Appendix B. The City reserves the right to solicit proposals and engage any contractor to perform these services.

6. STRATEGIC PLANNING AND ADVISORY SERVICES

- The response to the City's RFP should address the firm's experience and ability to provide IT strategic planning and advisory services as the City views these capabilities as consistent with its overall objectives for effective use of IT technology.
- Such services may involve evaluating and recommending software and hardware purchases and/or upgrades and working with the City's representative to develop budgets for the purchase of equipment, supplies, and other products or services as needed

III. PROJECT SCHEDULE

The proposed schedule for this process is provided below. If the City finds it necessary to alter these dates/times, Proposers will be notified in writing.

ACTION	DATES
RFP ISSUANCE	April 19, 2013
WRITTEN QUESTIONS DUE	April 29, 2013 by 4:00 p.m.
RESPONSES TO QUESTIONS	May 3, 2013 by 4:00 p.m.
PROPOSALS DUE	Monday May 20, 2013 by 4:00 p.m.
REPORT TO CITY COUNCIL	Tuesday, May 28, 2013

Written questions may be faxed by the date and time above to (310) 378-7820. They must be clearly marked "WRITTEN QUESTIONS FOR RFP INFORMATION TECHNOLOGY SUPPORT SERVICES."

An original and two copies of the proposal must be submitted by the date and time listed above to City Clerk's Office, 340 Palos Verdes Dr. West, Palos Verdes Estates, CA 90274. The envelope must be marked "RFP -INFORMATION TECHNOLOGY SUPPORT SERVICES." In addition – a .pdf version must be emailed by the due date and time to Cityclerk@pvestates.org.

The submission of Proposals must be signed by a representative of the company with legal authority to bind it in this matter. The name of each person signing shall be typed or printed below the signature.

IV. REQUIRED INFORMATION

All responses to this RFP must be made in accordance with the specifications set herein.

1. TECHNICAL PROPOSAL

Cover Letter

Provide a letter of introduction, approximately one page in length, including the name, address, and telephone number of the person(s) to contact. The letter shall be signed by an officer of the firm authorized to bind the firm to all commitments made in the Proposal. The letter should include description of corporate structure, number of employees, office location(s), year established, annual dollar volume of business and type(s) of services provided.

Table of Contents

Include a definition of all material included in the proposal by sequential page number and by section reference.

Project Staffing

Identification and qualifications of the individual/s assigned to the City of Palos Verdes Estates and what role/responsibilities they will have in servicing the City. Provide list of technical certifications of the individuals proposed to service the City's account, if awarded the contract.

Pricing Philosophy

Describe the firm's customary pricing practices, including what services would be covered in the base contract, and what services would result in extra charges. If applicable, describe how maintenance and enhancement programming is charged, how new development is charged, one-time report requests, etc.

References

Provide a minimum of three business or government references, including names, addresses, phone numbers, and a brief description of the type of work performed.

Scope of Work

Provide a separate, detailed work plan – titled "Scope of Work" that shall become an attachment to the City's professional services agreement (see Appendix C) and which shall represent the contracted services. The "Scope of Work" should reflect the firm's understanding of the services to be provided and include a corresponding work plan.

Additional Information

This section is optional. It may contain any information the vendor desires to further clarify the Proposal and properly present the proposed services

2. COST PROPOSAL

Provide an estimate of hourly and monthly costs associated with the performance of the scope of work described in the firm's approach. If the approach includes more than one service or function, costs for each should be itemized separately if there are different rates for such (i.e. Network Management Services, Network Security Services, Desktop Support Services, Training, etc.). The City is subject to California sales tax, where applicable, of 9.75%.

The City contemplates a potential three-year engagement with successful proposer. Describe the basis for any requested increase in hourly/monthly cost for contract years two and three.

V. SELECTION PROCESS

The selection process will involve the following steps:

A City committee consisting of the Assistant to City Manager, Finance Director and Financial Services Manager will evaluate responses to this RFP. If deemed necessary, the most qualified firms may be invited to an interview. Emphasis will be placed on identifying the consultant whose background and approach best meet the project's Scope of Work.

Based on an evaluation of all materials, including interviews, if held, the committee will identify the most qualified Consultant and recommend to the City Manager development of a professional services agreement, including cost. If a service agreement cannot be agreed upon, the City Manager may consider another Consultant.

VI. SERVICES AGREEMENT

Award of any contract arising from any Proposal submitted as a result of this RFP shall be made by the City Council. In order to be considered, service providers must adhere to mandatory contractual provisions contained in Appendix C of the RFP, which represents the City's Professional Services Agreement. Per forma or standard bidder contracts will not be considered. Prospective proposer's attention is directed to the indemnification and insurance requirements (see Sections 12 and 17 of Appendix C). The specific conditions of the contract are dependent on the types of services proposed and fees, as negotiated.

VII. MISCELLANEOUS

a) Conformance to Applicable Laws

Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

Prior to the City's execution of the Agreement and prior to Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City business license. Consultant shall keep the business license in full force and effect during the term of this Agreement.

b) Ownership of Proposal

Upon delivery, all proposals received in response to this RFP will become the property of the City.

c) Right to Reject/Modify

The City may, at its sole discretion, reject any or all proposals to the RFP, or waive any irregularities without disqualifying such proposals. The issuance of the RFP does not bind the City to award a contract for services described herein.

d) Inquiries

Inquiries regarding the RFP should be directed to Alexa Davis, Assistant to the City Manager or Judy Smith, Finance Director at (310) 378-0383.

e) Public Disclosure of All Proposals

All proposals received in response to this RFP shall become the property of the City. All proposals shall become a matter of public record, and shall be regarded as public records except for those parts of each proposal, which are defined by Consultant as business or trade secrets, provided that said parts are submitted in a sealed envelope and clearly marked as "trade secret," "confidential," or "proprietary".

Appendix A – City IT environment – hardware and software applications

Appendix B - Special Projects – proposed FY 2013-14

Appendix C - City Professional Services Agreement

APPENDIX A

CITY OF PALOS VERDES ESTATES INFORMATION TECHNOLOGY ENVIRONMENT HARDWARE SOFTWARE

Servers (21 total)

Physical (15):

Windows Server 2012 Datacenter (Hyper-V Host)
Windows Server 2008 R2 Standard 64-bit
2- Windows Server 2003 R2 Enterprise
2- Windows Server 2003 R2 Standard
2- Windows Server 2003 R2 Standard 64-bit
2- Windows Server 2003 R2 Enterprise
2- Windows Server 2000
2- VMWare ESX 4.0 hosts
IBM AIX 4.3

Virtual(6):

(Hyper-V) 4- Windows Server 2012 Datacenter
(ESX) Windows Server 2008 R2 Standard
(ESX) Windows Server 2003 R2 Standard

Locally Hosted Services

Exchange 2003
SQL 2000
SQL 2005

Client/server software applications hosted on City servers

Pentamation 4.3
Spillman 4.5
Questsys 2004
HdL Business License
FileMaker 12 Pro

Network

ISP: 15 Down/3 Up - Cox Business Cable
Additional Line: Fractional T-1 connection
to LA County Sheriff's Department

Network Devices

SonicWall NSA 3500 with Comprehensive
Gateway Security
2- SonicPoint Access Point
2- ProCurve 2900-48G Switch

Backup System

Datto Siris S3000
(3TB local storage + 2TB cloud storage)

Client Workstations

Windows XP – 41

Laptops (4)

Networked printers (14)

APPENDIX A (continued)

**CITY OF PALOS VERDES ESTATES
INFORMATION TECHNOLOGY ENVIRONMENT
SOFTWARE**

Department	Application	Function of Application
City of PVE & PD	Microsoft Desktop	
City of PVE & PD	Microsoft Exchange/Remote Access	Email
City of PVE	Sungard Pentamation	AP/ Finance / Payroll
City of PVE	File Maker Pros Access Database	Dog License / Business Licenses & Permits
City of PVE	HDL	Property Tax Collection
City of PVE	GIS	Mapping
City of PVE	Sire Tech	Capture Council Meeting Minutes
City of PVE	Cognos	Business Intelligence
City of PVE	Duncan Parking Citations	Parking
PVE Police Dept	Spillman	Creates Police Reports and Forms
PVE Police Dept	Audio Log PUMA	Captures police car audio
PVE Police Dept	PIP	Scans License Plates
PVE Police Dept	Coplink	Police Training
PVE Police Dept	Symantec	Antivirus
PVE Police Dept	DVR System	Video Surveillance
PVE Police Dept	CARS	Citation Reports

APPENDIX B

SPECIAL PROJECTS PROPOSED FY 2013-14

The City of Palos Verdes Estates FY 2013-14 budget includes the following special projects related to its information technology services. The consultant awarded the support services agreement may assist the City with Projects #1, 2 & 3, by mutual agreement and separate negotiated cost; however, the City reserves the right to solicit proposals and engage any contractor to perform those services. Task 4 shall be completed by the consultant under the awarded support services agreement.

PROJECT #1- WORKSTATION REPLACEMENT

41 - XP workstations are being replaced next fiscal year with DELL Windows 7 64-bit machines.

PROJECT #2 - OFFICE 365 – EMAIL SOLUTION

The City anticipates moving to a cloud-based solution for City email users and eliminating the City's Exchange server and associated software. In addition to email accounts for current users, consultant will establish email accounts for City Council members.

PROJECT #3 - PAPERLESS CITY COUNCIL AGENDA PROCESS

The City anticipates purchase of tablet devices for use by City Council and staff to access City Council agendas via web application hosted by Hyland/SIRE Technologies. Consultant shall assist City in implementing this process, including acquisition of any associated hardware/software and interface with web vendor to ensure functionality.

PROJECT #4 - SOFTWARE UPGRADE SPILLMAN (CAD/ARMS – POLICE DEPT.) SUNGARD/PENTAMATION (FINANCIAL)

The City is upgrading operating versions of both its CAD/ARMS software (Spillman - Police Department) and financial systems software (Sungard/Pentamation – Finance Department).

While the software vendors are responsible for management/implementation of their respective upgrades, the **City's selected IT support contractor will interface with these vendors to facilitate the conversion and operation as part of the services included under an awarded support contract.**

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APPENDIX C

**CITY OF PALOS VERDES ESTATES
PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALOS VERDES ESTATES
AND**

This AGREEMENT is entered into this _____ day of _____, 2013, by and between the CITY OF PALOS VERDES ESTATES, a general law city a municipal corporation ("CITY") and _____, a _____ ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- C. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. **CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. The CITY shall pay for the services of CONSULTANT on a fixed-price basis as indicated on the "Schedule of Compensation" which is set forth in EXHIBIT B. No payment for expenses or labor

shall be paid by CITY unless it is related to a service which is referred to in the "Schedule of Compensation". The total cost to the CITY shall not exceed the amount designated in EXHIBIT B, without the written approval and authorization of the City Council.

- D. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.
4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, 20____, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
11. TERMINATION.
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
12. INDEMNIFICATION.
 - A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal

counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined

single-limit-per-occurrence basis. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days’ written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against

Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
 - F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.
20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT’S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Palos Verdes Estates</u> <u>340 Palos Verdes Drive West</u> <u>Palos Verdes Estates, CA 90274</u>	
<u>ATTN: City Manager</u>	<u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.
25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.
32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. DISCLOSURE REQUIRED. (City and Consultant **initials required at one** of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

(Signature page to be provided upon contract approval)

EXHIBIT A
SCOPE OF SERVICES

(To be inserted - covering the Functional Requirements found in Section D of RFP)

EXHIBIT B
COMPENSATION